PUBLIC POLICY IN ITS APPLICATION TO STATUTE LAW .. p. 118
A BANKER'S OBLIGATION OF SECRECY .. .. p. 120

The Solicitors' Journal

[ESTABLISHED 1857.] [REGISTERED AS A NEWSPAPER.]

VOL. LXXVI. No. 8 [PAGES 117 TO 132]. Saturday, February 20, 1932. PUBLISHED WEEKLY. PRICE ONE SHILLING.

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PUBLIC NOTICES.

THE MEDICO-LEGAL SOCIETY.

(President: THE RIGHT HON. LORD RIDDELL.)

An Ordinary Meeting of the Society will be held at 11, Chandos-street, Cavendish-square, W.1, on Thursday, the 25th February, 1932, at 8.30 p.m., when a Paper will be read by Dr. GERALD SLOT on:—

"SUDDEN DEATH."

which will be followed by a discussion.

Members may introduce guests to the meeting upon production of the member's private card.

The meeting in March will take place on the 17th, and not the 24th, as previously arranged.

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11th February, 1932.

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The Solicitors' Journal

VOL. LXXVI. **Saturday, February 20, 1932.** No. 8

Current Topics : Dominion Status—Dress Pirates — Insuring a Pond Against Fire—Highways Constructed by Rural District Councils 117
Public Policy in its Application to Statute Law 118
A Banker's Obligation of Secrecy .. 120
The Law of Pure Accident 121
Company Law and Practice 122
A Conveyancer's Diary 123
Landlord and Tenant Notebook .. 124
Our County Court Letter 124
Reviews 125
Books Received 126
Obituary 126
Correspondence 126
Points in Practice 127
In Lighter Vein 128
Notes of Cases—
Betts & Others *v.* Leicester Corporation 129
Jackson *v.* Jackson 129
Table of Cases previously reported in current volume 129
Societies 129
Parliamentary News 131
Legal Notes and News 132
Court Papers 132
Stock Exchange Prices of certain Trustee Securities 132

Current Topics.

Dominion Status.

PROFESSOR J. H. MORGAN, K.C., in the first of three Rhodes lectures on the new Dominion status, the substance of which appeared in our columns of last week, showed himself once again an acute and not altogether a very sympathetic critic of the measure which received the Royal Assent on 11th December of last year, as the Statute of Westminster, 1931. Some of the matters to which he called attention are doubtless of great importance, particularly the power conferred by s. 3 of the Act, enabling the Parliament of a Dominion "to make laws having extra-territorial operation." Such a power is one which, if exercised, might, as Professor MORGAN truly says, cause duplicated legislation by the different Parliaments of the Empire operating in the same area, and involve the danger of an intolerable conflict of law. No doubt this might be the result, but there is something to be said for the good sense of those in whom this theoretical power is vested. Further, to have withheld the power would have been to deny that complete legislative autonomy which it was the intention of the Statute of Westminster to confer. But as to this, as to many of the other constitutional problems which emerge from the provisions of the Act, it may be said that it is likely to remain purely theoretical. Indeed, Professor MORGAN, himself, admits that the power to make laws having extra-territorial operation is one not likely to be exercised, at all events is not likely to be so without previous consultation between the various Parliaments of the Dominions and between them and the Imperial Legislature. Whatever objections may be urged against this and that provision of the Statute of Westminster, something very like those which it embodies was inevitable. As Professor JENKS, who also dealt with the subject at the London School of Economics, in a recent lecture —the main points of which we print in another column of the present issue—said, "it is one of the marks of fully-fledged self-government that a Dominion Parliament should be able to legislate in the name of the Crown instead of in the name of its Governor in Council." If each component part of the Empire affected by the Statute approaches the consideration of the resulting questions in the same benevolent spirit as it has done in the past when kindred topics required to be dealt with, the difficulties arising will, we feel sure, be overcome by patience and goodwill. The circumstance that a particular thing may legally be done is no ground for assuming that it necessarily will be done. Readers of BAGEHOT'S "English Constitution," may recall the imposing list of things set out in the introduction to his second edition which the Sovereign could by law do without consulting Parliament, but which the Sovereign would never dream of doing of his own volition. So, here, the Dominion Parliaments are not likely to wound the susceptibilities of each other or of the Imperial Parliament by exercising, without consultation, each of the powers with which it has been invested. It is none the less important that possible points of difference should be visualised with the learning and acuteness shown by two such eminent authorities as Professor MORGAN and Professor JENKS. Their lectures should be carefully noted by all students of constitutional law.

Dress Pirates.

IT IS stated in the Press that the Correctional Court of the Senate in Paris has ordered two American women to pay heavy fines and damages for illegal possession and use of the exclusive designs of several prominent firms of dressmakers. The question of the possible remedy by English law in such case may be of interest. A sketch of a new dress model would certainly be a subject for artistic copyright, of which a copy made by anybody without licence from the author would be an infringement. Some observant persons with retentive memories, however, are capable of making a facsimile of a dress model seen in a shop window or elsewhere without any sketch of it at all, and the question arises whether a dress so made is an infringement of copyright. It was held in the "living pictures case," *Hanfstaengel* v. *Empire Palace* [1894] 2 Ch. 1, that a reproduction of a picture by the living human body was not an infringement of copyright of the picture under the Act then in force; but in *Bradbury, Agnew & Co.* v. *Day* (1916), 32 T.L.R. 349, the wide words contained in s. 1 (2) of the Copyright Act, 1911, "in any material form whatever," gave the author the requisite protection against a similar display. The material of a dress is as obviously within the above words as that of the human body, and the original designer would be protected whether his design had been sketched in pen or pencil or colour, or incorporated straight from his mind into the garment visualised by it. The usual remedy of our law is no doubt the civil process resulting in damages, and, if sought, injunction. Criminal proceedings, however, are possible under s. 11 of the Act of 1911. The designers' and dressmakers' difficulty appears in practice to lie in detection of the pirates' representatives, capable of accurately copying a dress after a fleeting glimpse of it, and they appear largely to rely on secrecy to protect their exclusive models until their customers have had the benefit of them. Probably a customer who saw on another woman a pirated version of her own dress would blame the makers for the imitation, whether it was their fault or otherwise.

Insuring a Pond Against Fire.

A CLAIM of a most unusual nature was recently made at Bridgnorth, as a sequel to a fire which broke out at a garage and bakehouse. In order to put it out, the local fire brigade took water from a neighbouring pond, to the estimated amount of 15,000 gallons. The owner of the pond sent in a bill of £2 10s. to the corporation for the use of his water, and sued for it when the claim was not admitted. The judge dismissed the claim as "ridiculous and preposterous." Assuming that these epithets were justified in respect of the case before him, it might yet be possible to conceive one where the loss was considerable, and the claim not unreasonable, e.g., if a pond

containing extremely valuable fish were drained dry, or one in some remote place where it was difficult and expensive to replace the water. For London, the powers of the fire brigade in extinguishing fires are contained in s. 12 of the Metropolitan Fire Brigade Act, 1865, and elsewhere in the Public Health Act (Amendment) Act, 1907, ss. 87–89, and also under s. 32 of the Town Police Clauses Act, 1847, and s. 171 of the Public Health Act, 1875, see *Carter* v. *Thomas* [1893] 1 Q.B. 673. These powers are very wide, and no doubt include breaking into and damaging adjacent property to prevent the spread of a fire. Conceivably in a serious case a house or houses might be blown up for this purpose. Local authorities having statutory duties to provide fire brigades, and the latter to extinguish fires by all means in their power, and no statutory provision being made for the recovery of damages in fulfilling such statutory duties, it appears to follow from such cases as *Dixon* v. *Metropolitan Board of Works* (1881), 7 Q.B.D. 418, that neither are liable for damage so done. It is expressly provided, however, by s. 12 of the Act of 1865, *supra*, that "Any damage occasioned by a fire brigade in a due execution of their duties shall be deemed to be damage by fire"—within the meaning of a fire policy. Damage done by water, or, indeed, by any necessary act to extinguish a fire, is damage caused by fire within an ordinary policy, see *Stanley* v. *Western Insurance Co.* (1868), 2 R. Ex. 71 (at p. 74), and *Symington* v. *Union Insurance Company* (1928), 97 L.J., K.B. 646. It may thus be submitted with some confidence that damage caused by loss of water taken by a fire brigade to extinguish a fire on neighbouring property would be damage by fire within such a policy. Probably, however, few landowners have the foresight to insure their ponds against fire, and one coming to a fire office to do so would, unless he very clearly explained the risk he contemplated, be eyed askance by the official to whom he opened up his proposal.

Highways Constructed by Rural District Councils.

An interesting question as to the effect of s. 30 of the Local Government Act, 1929, with regard to roads subsequently constructed by rural district councils, was raised at a meeting of the Norfolk Highways Committee of the county council held on 13th February. According to the report of the proceedings of the committee in the *Eastern Daily Press*, a rural district council in Norfolk had, as incidental to an assisted housing scheme constructed a new road in its area which was described as practically a cul-de-sac. The road was apparently adequately made up and metalled and the rural district council contended that at some date or other not particularly specified it vested in the county council; alternatively the rural district council asked that the county council should take the road over. The clerk to the county council reported that he had been in communication with the Minister of Health, who expressed the opinion that the view held by the rural district council was correct. On being asked for an authority for this opinion the Minister had failed to reply. Section 30 of the Local Government Act, 1929, provides that as from the appointed date (that is 1st April, 1930), every county council should be the highway authority as respects such parts of the county as is for the time being comprised in any rural district and as respects the highways therein, and that rural district councils should cease to be highway authorities. Presumably land on which the rural district council's houses have been erected was acquired or appropriated under Part III of the Housing Act, 1925, and s. 59 of that Act authorises a local authority which has acquired or appropriated any land for the purposes of that part of the Act to (*inter alia*) lay out and construct public streets or roads and open spaces on the land. It would seem therefore, that the rural district council has some ground for its contention, that since it is no longer the highway authority, the road, if it is laid out as a public street, must necessarily come under the jurisdiction of the county council.

Public Policy in its Application to Statute Law.

The question as to how far public policy can over-ride and contravene the special provisions of a statute has been discussed but not decided in *Re Houghton* [1915] 2 Ch. 173; 113 L.T.R. 422, and in *Re Pitts* [1931] 1 Ch. 546, where the question was considered as to how far the rule of public policy which prevents a person taking under a will applies in the case of an intestacy. It has long been the settled law of this country that a person who feloniously kills another cannot derive any benefit under the victim's will. This salutary rule is founded on public policy, and on the well-known legal maxim *Ex turpi causa non actio oritur*.

In *The Estate of Crippen* [1911] P. 108, Sir Samuel Evans states: "It is clear that the law is, that no person can obtain, or expect, any rights resulting to him from his own crime; neither can his representatives claiming under him, obtain or enforce any such rights. The human mind revolts at the very idea that any other doctrine could be possible in our system of jurisprudence." This rule applies equally to a case of manslaughter as to one of murder, see *In the Estate of Hall* [1914] P. 1.

It is, however, important to remember that the public policy rule postulates *a mens rea* and the rule will not apply in the case of a verdict of guilty but insane, see *Re Pitts* and *Re Houghton*, *supra*, as this is equivalent to an acquittal as regards the murder, see *Felstead* v. *The King* [1914] A.C. 534. Strangely enough, although the rule is clear that public policy prevents a person feloniously killing another from taking any benefit under that person's will, there has been a diversity of opinion as to whether this rule of public policy applies to an intestacy where the person taking is specially designated by statute. This raises the very interesting question as to how far public policy can control or over-ride the express provisions of a statute. In dealing with this subject let us first consider what is public policy, secondly, the attitude of our judges with regard to public policy controlling contracts, and, lastly, the cases in which public policy has been discussed but not decided with reference to our statute law.

Public policy covers a very wide field; it does not admit of definition, and is not easy to explain, and is a variable quantity, which must vary and does vary with the habits, capacities and opportunities of the public, and has been described by Mr. Justice Burrough in *Richardson* v. *Mellish*, 2. Bing. 229, 252, as "A very unruly horse and when once you get astride it you never know where it will carry you." At one time it would appear that our courts had almost unlimited jurisdiction in deciding questions of public policy, this gave our judges a very wide discretion in such matters. This unlimited prerogative of our judges to decide new questions of public policy has been abrogated in recent years. In *Janson* v. *Driefontein Consolidated Mines* [1902] A.C. 484, 491, the Earl of Halsbury in express terms denies that any court can invent a new branch of public policy, and quotes with approval what Sergeant Marshall said in the first edition of his work on "Marine Insurance" a century ago: "To avow or insinuate that it might, in any case, be proper for a judge to prevent a party from availing himself of an indisputable principle of law, in a court of justice, upon the ground of some notion of fancied policy or expedience, is a new doctrine in Westminster Hall, and has a direct tendency to render all law vague and uncertain. A rule of law, once established, ought to remain the same till it be annulled by the legislature, which alone has the power to decide on the policy or expedience of repealing laws, or suffering them to remain in force. What politicians call expedience often depends on momentary conjectures and is frequently nothing more than the fine spun speculations of visionary theorists, or the suggestions of party and faction. If expedience, therefore,

should ever be set up as a foundation for the judgments of Westminster Hall the necessary consequence must be, that a judge would be at full liberty to depart to-morrow from the precedent he has himself established to-day, or to apply the same decisions to different, or different decisions to the same circumstances, as his notions of expedience might dictate."

Let us next consider the dangers which judges have frequently pointed out in resorting to consideration of public policy for the purpose of construing a contract, which dangers would apply *a fortiori* to the construction of a statute. Sir GEORGE JESSEL in *Printing & Numerical Co.* v. *Sampson* (1875), L.R. 19 Eq. p. 455, states: "It must not be forgotten that you are not to extend arbitrarily those rules that say that a given contract is void against public policy, because if there is one thing more than another public policy requires, it is that men of full age and competent understanding shall have the utmost liberty of contracting and that those contracts when entered into freely and voluntarily shall be sacred and shall be enforced by the courts of justice," and in *Hyams* v. *Stuart King* [1908] 2 K.B. 696, where the question arose as to whether an agreement not to sue on a cheque arising out of a betting transaction (although not contravening the betting laws) was void as being against public policy, Sir GORELL BARNES states: "The doctrine by which contracts were held void as being against public policy must be applied with caution and care must be taken not to lay down new principles of public policy without sufficient warrant"; and in *Re Mirams* [1891] 1 Q.B. 594 (dealing with the question of the assignment of a chaplain's salary), CAVE, J., states: "We all know that certain kinds of contracts have been held to be void at common law on this ground, a branch of the law which certainly should not be extended, as judges are more to be trusted as interpreters of the law than as expounders of what is called public policy."

In the following cases the point was discussed but not actually decided as to how far public policy can over-ride the express provisions of a statute. *Re Houghton, supra*, was a case in which a son had murdered his father and the question raised was whether the son could take under his father's intestacy. JOYCE, J., was strongly of the opinion, that even if he had *mens rea* (the prisoner having been found insane) that, as the distribution of the property was regulated by the express provisions of the statute law, he could take his murdered father's share, and quoted the following American judgment in *Carpenter's Case*, 50 Am. St. Rep. 765: "The intestate law in the plainest words designates the persons who shall succeed to the estate of deceased intestates. It is impossible for the courts to designate any different persons to take such estate without violating the law. We have no possible warrant for doing so. The law says if there is a son he shall take the estate. How can we say that, although there is a son he shall not take, but remote relatives shall take who have no right to take it if there is a son? From what is it possible to derive such a power in the court? It is argued that the son who murders his own father has forfeited all right to his father's estate, because it is his own wrongful act that has terminated his father's life. The logical foundation of that argument is, and must be, that it is a punishment for the son's wrongful act. But the law must fix punishments; the court can only enforce them. In this state no such punishment as this is fixed by any law and therefore the courts cannot impose it. It is argued, however, that it would be contrary to public policy to allow a parricide to inherit his father's estate. Where is the authority for such a contention? How can such a proposition be maintained, where there is a positive statute which disposes of the whole subject? How can there be a public policy leading to one conclusion when there is a positive statute directing a precisely opposite conclusion? In other words, when the imperative language of a statute prescribes that, upon the death of a person, his estate shall vest in his children, in the absence of a will, how can any doctrine, or principle, or other thing called public policy, take away the estate of a child and give it to some other person? The intestate law casts the estate upon certain designated persons and this is absolute and peremptory and the estate cannot be diverted from those persons and given to other persons without violating the statute. There can be no public policy which contravenes the positive language of the statute."

On the other hand, in the Court of Appeal the judges in the case of *Cleaves* v. *Mutual Reserve Fund Life Assen.* [1892] 1 Q.B. 147, appear to take an entirely different view. The facts of the case are as follows: a husband took out a policy on his own life for the benefit of his wife and which, by virtue of the provisions of s. 11 of the Married Women's Property Act, 1882, created a trust in favour of the wife, who subsequently murdered her husband, and it was held, notwithstanding the trust in favour of the wife, the personal representatives of the husband could recover as there was no question of public policy between them and the insurance company. In this case it is important to notice that, although the point was apparently never argued, the court assumed that the trust created in favour of the wife by statute was forfeited. FRY, L.J., dealing with the question states: "The principle of public policy invoked is in my opinion rightly asserted. It appears to me that no system of jurisprudence can with reason include among the rights which it enforces, rights directly resulting to the person asserting them from the crime of that person. If no action can arise from fraud, it seems impossible to suppose that it can arise from felony or misdemeanour," and after referring to *Fauntleroy's Case*, 4 Bli. (N.S.) 194, where it was held to prevent the assignees of a forger from claiming a policy on his death at the hands of justice by reason of his forgery, goes on to say: "It would equally apply, it appears to me, to a case of a *cestui que* trust asserting a right as such by reason of the murder of the prior tenant for life, or the assured in a policy, and it must be so far regarded in the construction of Acts of Parliament that general words which might include cases obnoxious to this principle must be read and construed as subject to it." If we accept this dictum, it would appear that there is no reason why this salutary rule of public policy preventing persons guilty of feloniously killing another taking any benefit under their wills should not apply equally to the victims dying intestate, and we have another clear instance of the courts of this country accepting the principle that public policy can contravene the special language of the statute, and this is confirmed by the dictum of FARWELL, J., in the recent case of *Re Pitts, supra*, which, although not actually deciding the point, as again the murderer was found to be insane, yet leads one to this conclusion. After stating that he finds it difficult to agree with the opinion of JOYCE, J., *Re Houghton, supra*, FARWELL, J., goes on to say: "If public policy prevents a murderer from taking under his victim's will, why should it not prevent him taking under his victim's intestacy. If it had been necessary to decide the point, I should have thought that the views of FRY, L.J., in *Cleave's Case, supra*, would prevail, and the provisions of the Administration of Estates Act, 1925, s. 46, however peremptory would be read and construed subject to the public policy rule."

Further, when we consider the rules for interpreting statutes, it may be of interest to note that MAXWELL, on "Interpretation of Statutes." Seventh Ed., p. 180, s. III, points out that a man may not take advantage of his own wrong, he may not plead in his own interests a self-created interest, which supports the dictum of the last two judges referred to in this article.

In conclusion, it is submitted with some confidence, that although there is apparently no direct authority on the subject, and notwithstanding the strong logical argument in the American judgment already referred to, there are sound reasons for holding that a murderer cannot claim by or through his victim's estate in the case of an intestacy, notwithstanding the fact that he is entitled to the same by the express provisions of an Act of Parliament.

A Banker's Obligation of Secrecy.

THE relation of banker and customer is confidential in character, and the observance of the confidence is of supreme importance to the customer. In so far as commercial success may be attributed to one thing rather than another, it may be said to depend upon the ease with which credit can be obtained. A man's reputation for solvency—the *sine qua non* of credit—may be seriously injured or even completely shattered by a bank's disclosure of his affairs.

It is perhaps curious that, until 1924, there was no satisfactory authority on this branch of law. But, as SCRUTTON, L.J., said in *Tournier* v. *The National Provicial Bank* [1924] 1 K.B. 461, "the absence of authority appears to be greatly to the credit of English professional men, who have given so little excuse for its discussion." Howbeit, this gap has been filled to a great extent by the decision of the Court of Appeal cited above, although even that case must not be treated as an exhaustive exposition.

Before proceeding to discuss the principles involved, it would be convenient briefly to set out the facts in *Tournier* v. *The National Provincial Bank*. The plaintiff was a customer of the defendants, and brought an action claiming damages (1) for alleged slander, and (2) for breach of the confidence existing between banker and customer. The acting-manager of the Moorgate branch of the defendants' bank was alleged to have had a conversation with the plaintiff's employers, which conversation brought about the plaintiff's dismissal. The purport of the conversation was that the plaintiff had been dealing with a bookmaker. The first cause of action finds no place in this article, but there are additional facts relevant to the second. The acting-manager of the branch was put upon his inquiry by a cheque drawn in the plaintiff's favour upon another customer's account. The cheque was paid into the account of a customer at the London, City and Midland Bank. When the cheque came back to the branch, the acting-manager's attention was drawn to the fact that the plaintiff had not paid the cheque into his account, and he then made inquiries of the London, City and Midland Bank: by disclosing the reply he was said to have committed a breach of duty.

It is clear from the judgments of the Court of Appeal in *Tournier's Case* that there is a duty (the limits will be considered hereafter) upon a bank to observe secrecy. It is a legal duty arising out of contract. In *Hardy* v. *Veasey*, L.R. 3 Ex. 107, it was doubted whether there was such a duty, though it was held that, assuming the existence of a legal duty of secrecy, there was an exception when the disclosure was reasonable and proper in the interests of the customer himself. The words of MARTIN, B., at p. 112, illustrate the doubt which then existed: "It is one thing to be under a moral duty to do a thing, another to be bound by a contract. If the latter were made out, then the banker would be instantly liable for nominal damages on making the communication, though no injury whatever resulted. But, if from the relation between the banker and his customer a duty is implied in the former, the position would be much easier to understand. I am not inclined to give an opinion on either point, but should be glad to be directed to an authority." KELLY, C.B., in his judgment said: "If, however, there be such a duty, it would seem to follow that on similar principles a like duty must be imposed on an attorney: yet it has not been shown that any action for breach of such a duty has ever been brought against an attorney . . . ." But, as SCRUTTON, L.J., pointed out in *Tournier's Case*, the court in *Hardy* v. *Veasey* were not referred to *Taylor* v. *Blacklow*, 3 Bing. (N.C.) 235, in which case it was held that an attorney was under an obligation of secrecy.

Tournier's Case is a clear authority on this point. The observation of BANKES, L.J., at p. 471, finally disposes of the doubt. He said: "At the present day I think it may be asserted with confidence that the duty is a legal one arising out of contract, and that the duty is not absolute but qualified. It is not possible to frame any exhaustive definition of the duty. The most that can be done is to classify the qualifications and to indicate their limits." This duty is implied in the contract between banker and customer, though it may of course be limited or extended by express agreement between the parties. But, as SCRUTTON, L.J., said at p. 480, "it might be possible to rest the duty on the express words in the bankers' pass-book, 'The officers of the bank are bound to secrecy as regards the affairs of its customers,' though even then exceptions must be introduced by implication." So far, of course, as implied terms are relied on, it is to be borne in mind that the court will only imply terms if an implication necessarily arises that the parties must have intended that the suggested terms should exist: see the *dictum* of Lord ESHER, in *Hamlyn & Co.* v. *Wood* [1891] 2 Q.B. 488 at p. 491.

On a breach of this duty, the customer is entitled to recover nominal damages, even though no actual damage can be proved: see *Ashby* v. *White*, 2 Ld. Raym. 955, and *Marzetti* v. *Williams*, 1 B. & Ad. 424. If, however, substantial damages are sought to be recovered, they must be proved in the ordinary way.

BANKES, L.J., in *Tournier's Case*, at p. 473, indicated four qualifications of this contractual duty of secrecy. They are as follows: "(*a*) Where disclosure is under compulsion by law; (*b*) Where there is a duty to the public to disclose; (*c*) Where the interests of the bank require disclosure; (*d*) Where the disclosure is made by the express or implied consent of the customer." BANKES, L.J., then illustrated these qualifications. He said: "An instance of the first class is the duty to obey an order under the Bankers' Books Evidence Act, 1879. Many instances of the second class might be given. They may be summed up in the language of Viscount FINLAY in *Weld-Blundell* v. *Stephens* [1920] A.C. 956, where he speaks of cases where a higher duty than the private duty is involved, as where danger to the State or public duty may supersede the duty of the agent to his principal. A simple instance of the third class is where a bank issues a writ claiming payment of an overdraft stating on the face of the writ the amount of the overdraft. The familiar instance of the fourth class is where the customer authorises a reference to his banker"

There remains the more difficult question of the limits (1) as to time, and (2) as to the nature of the disclosure. The Court of Appeal in *Tournier's Case* found difficulty in stating precisely these limits, and, in fact, upon the second head, SCRUTTON, L.J., dissented from the opinions of BANKES and ATKIN, L.JJ. It is possible, however, to state general principles, though as BANKES, L.J., observed, "the privilege of non-disclosure to which a client or a customer is entitled may vary according to the exact nature of the relationship. . . ."

LIMIT AS TO TIME.

It is clear that the duty of secrecy does not apply to knowledge acquired before the relation of banker and customer arises or after it has ceased. But it does apply, even after the relation has been determined, to knowledge gained during the continuance of the relation. BANKES, L.J., in *Tournier's Case* was emphatic on this point. He said: "I certainly think that the duty does not cease the moment a customer closes his account. Information gained during the currency of the account remains confidential unless released in circumstances bringing the case within one of the classes of qualification I have already referred to."

The question as to what constitutes "a customer" is much too lengthy and complicated to deal with here. But one observation, supported by *Hardy* v. *Veasey*, may conveniently be made. A person does not cease to be a customer merely because his account is overdrawn: see the judgment of CHANNELL, B., in *Hardy* v. *Veasey*.

LIMIT AS TO NATURE.

This is a point of considerable doubt, notwithstanding that it was a vital issue in *Tournier's Case*, for in that case the information disclosed was obtained not from the plaintiff's account, but through another customer's account. BANKES and ATKIN, L.JJ., held that the bank's disclosure was a breach of duty. SCRUTTON, L.J., dissented, and held that, although the disclosure was a breach of the duty owed to the other customer, it was not a breach of duty as regards the plaintiff.

It was the unanimous decision of the Court of Appeal that the duty of secrecy applied, at all events, to the customer's account and transactions relating to it. ATKIN, L.J., at p. 485, expressed himself as follows: "It (the duty) must extend at least to all the transactions that go through the account and to the securities, if any, given in respect of the account." But BANKES and ATKIN, L.JJ., went further than this. BANKES, L.J., said: "I cannot think that the duty of non-disclosure is confined to information derived from the customer himself or from his account." The test suggested in the judgments of the majority of the Court of Appeal is: Is the information acquired in the character of banker? ATKIN, L.J., at p. 485, said: "I further think that the obligation extends to information obtained from other sources than the customer's current account, if the occasion upon which the information was obtained arose out of the banking relations of banker and customer, e.g., with a view to assisting the bank in conducting the customer's business or in coming to decisions as to its treatment of its customers."

BANKES, L.J., said that it was necessary to speak with caution on this point, and that he desired to confine his remarks to the facts of the particular case. But BANKES, L.J., took the same view as ATKIN, L.J., and gave an illustration of his opinion. He said at p. 474: "A police officer goes to a banker to make an inquiry about a customer of the bank. He goes to the bank because he knows that the person about whom he wants information is a customer of the bank. The police officer is asked why he wants the information. He replies, 'Because the customer is charged with a series of frauds.' Is the banker entitled to publish that information? Surely not. He acquired the information in his character of banker. So in the present case. Mr. Fennell was put upon inquiry by a cheque drawn in the plaintiff's favour upon a customer's account. He acquired the information, which he is said to have divulged, in his character as the plaintiff's banker."

On the other hand, SCRUTTON, L.J., held that, if a bank acquires information about a customer A through customer B's account, its duty of secrecy is one owing to B, and not to A. He held that the duty did not apply to knowledge derived during the continuance of the relation from sources other than the customer's account or transactions relating thereto. He said: "If the bank hears from an entirely independent source that one of its customers has speculative dealings in oil, it may disclose that fact to another of its customers also interested in oil." It is submitted with respect that the phrase "an entirely independent source" begs the question. The test is—is the knowledge derived from such a source that it can be said to have been so derived in the character of banker? The phrase used by the learned Lord Justice assumes that the knowledge was not so derived. If the learned Lord Justice's judgment rested here, it might be suggested that his disagreement was based upon a different view of the facts. But he takes the matter further. He said: "As we have only to imply terms which the parties must necessarily have contemplated, how can it be said that it is a necessary term that the bank shall not talk about the customer at all, though the subject-matter of its conversation is not derived from its dealings with the customer? This position would be the same as prevails in the case of legal advisers, as stated in 'Taylor on Evidence' (11th ed.), para. 930, heads (2) and (5), and supported by the cases of *Brown* v. *Foster* (1857), 1 H. & N. 736; *Griffith* v. *Davies* (1833), 5 B. & Ad. 502; as to which see per Baron ALDERSON in *Davies* v. *Waters* (1842), 9 M. & W. 608, and *Lewis* v. *Pennington* (1860), 29 L.J., Ch. 670. It appears to me, therefore, that we cannot imply an obligation to keep secret information about a customer derived not from that customer or his account, but from the account of another customer." This view is, of course, directly in conflict with the views of BANKES and ATKIN, L.JJ.

In the absence of other authority, the view of BANKES and ATKIN, L.JJ., must be accepted in preference to that of SCRUTTON, L.J. The court were careful to confine their observations to the case before them, but it is submitted that two principles emerge from the *Tournier Case*: (1) The duty of secrecy does not apply solely to knowledge derived from the customer's account and transactions related thereto; but (2) it extends to information from other sources if the occasion upon which the information was obtained arose out of the banking relations of banker and customer. The question as to when such an occasion arises is truly one of considerable difficulty, but BANKES and ATKIN, L.JJ., held that such was the case in *Tournier* v. *The National and Provincial Bank*.

Upon the disclosures of one bank to another, ATKIN, L.J., reserved his final decision. He said: "I do not desire to express any final opinion on the practice of bankers to give one another information as to the affairs of their respective customers, except it appears to me that if it is to be justified it must be upon the basis of an implied consent of the customer." This is, of course, *obiter*, but one would suppose that disclosures by one banker to another are governed by principles similar to those which govern disclosures made to a third person other than a banker.

The Law of Pure Accident.

Two recent cases as to accidents illustrate the difficulties of judges unless there is a clear finding of negligence against a defendant in such actions. *Fardon* v. *Harcourt-Rivington*, *The Times*, 23rd January (76 SOL. J. 81), must so far be deemed the more important, for it had reached the House of Lords. The plaintiff, having parked his car at an authorised place in a London street, was walking past another car similarly parked when a dog in the latter jumped up and smashed a glass panel in the rear of it. A splinter of the broken glass entered the plaintiff's eye, which had to be removed. Possibly a similar accident has not happened before, and is not likely to happen again. The plaintiff sued the defendant for damages on the ground of the latter's negligence in leaving the dog in the car in this way. TALBOT, J., left the case to the jury, who awarded the plaintiff £2,000. The Court of Appeal held there was no evidence of negligence, and reversed the judgment for the defendant. The House of Lords has now confirmed the ruling of the Court of Appeal. In the other case a boy at a school, passing through a door from a school-room to the playground, was also struck in the eye, but by a golf ball, hit by another boy. The latter case was brought by the boy's father, with the boy, against the Governors of the school and the headmaster in respect of the injury. HORRIDGE, J., held that, under the scheme governing the school, not set forth in the report, the Governors could not be held responsible, but that there was a case for the jury in respect of the headmaster. The jury thereupon returned a verdict for the plaintiffs against him, with £250 damages for the boy and £45 for the father. Since a stay of execution was granted pending an appeal, the case may go further and be more fully reported.

Apart from the finding of negligence, the cases as to accidents may be divided into two classes, namely, those to which the doctrine of *Rylands* v. *Fletcher* (1868), L.R. 3 H.L.

330, applies, and those outside it. Of those outside it, there are certain large classes where, apart from negligence, liability arises under statute from the relationship of the parties, as between master and servant under the Workmen's Compensation Acts. Special duties may also arise between invitor and invitee, or in respect of dangers to children. Excluding these classes, however, there is a residuum of cases where A, without negligence, has done something which has caused an accident to B. In such circumstances our leading authority is *Stanley* v. *Powell* [1891] 1 Q.B. 86 (the case of the beater struck by a pellet from a gun fired by a careful sportsman, owing to a ricochet from the branch of a tree). Our previous comments on that case, together with extracts from Mr. BEVEN's wholehearted disapproval of it, will be found at 70 SOL. J. 638 and 71 SOL. J. 147. *Rylands* v. *Fletcher* was duly quoted for the plaintiff in *Fardon* v. *Harcourt-Rivington*, but a dog is not a dangerous thing within the doctrine, so it was not properly applicable. *Stanley* v. *Powell* does not appear to have been quoted, but the plaintiff's case was the weaker of the two.

The doctrine of *Rylands* v. *Fletcher* is that one who brings something unusual or dangerous on his land insures his neighbours from damage on that account. The doctrine of *Stanley* v. *Powell* is that one who, without negligence, lets loose a dangerous force is not liable to a person thereby injured. It is difficult to see the distinction in principle between the two cases, and we may again express our preference for the decision of REDE, J., in the year-book 21 Hen. VII: "Where one shot an arrow at a mark which glanced from it and shot another, it was holden to be trespass." DENMAN, J., in *Stanley* v. *Powell*, held that this was mere *dictum*, but so are many ancient cases of indubitable authority. As between one who hits a golf ball and one whose skull it cracks, it would seem equitable to impute the damage to the former, and so with the archer who shoots an arrow into the air at random. This would leave the tree case, *Noble* v. *Harrison* [1926] 2 K.B. 332, untouched, for a landowner does not impel the force that crashes a rotten bough to the ground. It would also leave the doctrine of common risk untouched. A wayfarer would continue to take the chance of genuine road accidents arising without negligence, but an errant golf ball is not such a risk as he ought to be asked to expect.

The law as to a dog's first bite may be regarded as anomalous, but presumably it would be difficult to change it. Lions and tigers are within *Rylands* v. *Fletcher*, but, unless driven by hunger, they are much more unlikely to attack a human being than a big and angry dog. Dogs and children may be docile and quiet, but sometimes they are spiteful and mischievous, and it is quite easy for a naughty little boy to set a house on fire. The incidence of liability in such cases hardly appears to have been worked out in any scientific way by our law.

Company Law and Practice.

CXVII.

ACCOUNTS.—I.

A RECENT case in the criminal courts has attracted a good deal of attention to the difficult questions which arise in connexion with the accounts of companies, and many criticisms have been advanced which are directed to showing that the present law dealing with the subject is inadequate and requires amendment. In this connexion it may properly be observed that the present law on the subject is largely the result of the recommendations made in the report of the committee which sat, under the chairmanship of Mr. WILFRID GREENE, in 1925 and 1926, to consider and report what amendments were desirable in the Companies Acts, 1908 to 1917; this report is dated the 8th May, 1926, and so is somewhat less than six years old. Has there been, therefore, such a change in the state of affairs in this country as to render these comparatively recent revisions out of date, or were the recommendations of that committee not sufficiently far-reaching? It is inevitable that one or other of these questions must, if the criticisms be justified, be answered in the affirmative. Before dealing with any of the specific criticisms, it may be well to bring home to my readers one or two generalisations. A company, though an entity in itself, and having perpetual succession and a common seal, consists (in some sense) of the various persons who are members of it: and ultimately the members control the company; there is none of this Frankenstein business about it, because the company cannot in any circumstances become the master.

Every person who purchases shares in a company becomes a member on the footing of the articles, and on the footing that he becomes associated with all the other members as joint adventurers in the company. Where we have a body of persons whose will is not unanimous, some method of determining whose will is to prevail is frequently requisite, and, the reign of force (among individuals, at any rate) being for all practical purposes over so far as this country is concerned, this method resolves itself into voting. It may be, in the case of a company, that all the members have the same voting rights, or it may not, but, whatever the voting rights, they are contained in the articles, and every member of the company is a member on the basis of the articles. It follows that, except in cases of fraud, oppression of the minority by the majority, or where the powers of the company are exceeded, the wishes of any individual member must bow to those of the combined corporators. A company publishes a balance sheet, or a profit and loss account, which is not as informative as some member desires: he may ask for further information, and may get it or not, but ultimately he is at the mercy of his fellow corporators. If he can get a majority of them to back him, no doubt he can get the accounts in whatever form he likes, but if he cannot get a majority, why should the accounts be made up so as to please him, one individual only out of a number who will not give him active support?

It is true to say that it may be only apathy which allows the corporators to receive a profit and loss account which lumps together in one comprehensive item of "receipts" sums which ought, before the position of the company can be appreciated, to be shown as separate items, without making a fuss; but it is as true to-day as ever to say that he that is not with us is against us, and one of the risks (and, though some may smile, a very real risk) of becoming a member of a company is that the other members are content to invest their money and not watch over it to see that it fructifies. This attitude is one which, no doubt, has its origin in at least two different causes: one, the somewhat easy-going and trusting nature of our countrymen, and, second, the considerable measure of industrial success which has, until recently, attended us from the early days of QUEEN VICTORIA. I think it was ANDREW CARNEGIE who said that the secret of material success in this life was to put all your eggs in one basket, but also to watch that basket very closely; the present-day tendency of the average man with money to invest is to put his eggs into various baskets and watch none of them. Why, then, should the law interfere to protect members of companies from the consequences of their own apathy? It is no answer to this to say that it is not so much the members of the companies who need protection as the investing public; the latter ought not to complain if the shares which it purchases have a true value incommensurate with the value which, from the published accounts of the company, they would seem to have; for the investor should seek out for his purposes a company the accounts of which are properly presented.

The State has, by now, become the universal protector of its citizens, not only so far as foreign affairs are concerned, but in all sorts of ways concerning the ordinary dealings of citizens one with another; and it is a plea now unfashionable to suggest that the individual might be, to some extent, allowed to look

after himself. It has long ago been assumed (and with justification) that the average man is incapable of looking after himself, and, however much one may dissent from the conclusion that, in that state of affairs, he must be looked after, it is nevertheless opportune to examine this problem of the accounts of companies, and to see how, and in what directions, the law can be improved so as to necessitate the production of clearer and more satisfactory accounts by companies. This I will proceed to do next week.

(*To be continued.*)

A Conveyancer's Diary.

Conveyance to Trustees of Debenture Trust Deed.

Here's a pretty kettle of fish! The trustees of a debenture trust deed, in the exercise of the powers conferred by their trust deed and with the consent of the company, invest money in their hands, obtained from a sale of property of the company which was subject to the charge created thereby, in the purchase of land. The conveyance recites that the purchase price is paid out of money arising from a sale of property which the purchasers held as trustees of the debenture trust deed, and the habendum is to the trustees in fee simple upon the trusts of the debenture trust deed or to some such effect. The conveyance is made after 1925.

In that state of things, what is the effect of the conveyance to the trustees?

In order to answer that question the transaction must be looked at, not merely from the strictly legal point of view, but broadly to see what, in fact, was the effect of it, and then it must be seen how far, if at all, the legislation has interfered to change what would otherwise appear to be the relative positions of the parties interested.

I am propounding this question because I have been confronted with it, and it has been seriously suggested that a conveyance to the trustees of a debenture trust deed in such circumstances does not, and cannot, pass to the trustees the legal estate in fee simple, but, merely by reason of the L.P.A., 1925, vests in them a term of 3,000 years, leaving the freehold reversion in the vendor.

At first sight that is rather an astonishing proposition, but there may be something to be said for it.

Before turning to the pertinent provisions of the L.P.A., 1925, I think that it would be well to consider what the position was before the commencement of that Act.

Fortunately we have some authority about that.

In *Bristol United Breweries Ltd.* v. *Abbot* [1908] 1 Ch. 279, the facts were that property was conveyed by a company to trustees to secure debenture stock created by the company, and the trust deed empowered the trustees to sell any part of the property conveyed before the security was enforceable and with the proceeds to purchase other property to be held upon the like trusts. The trustees sold some of the property comprised in and specifically mortgaged by the trust deed, and invested part of the proceeds in the purchase of other freehold property, which was conveyed to the trustees in fee "upon the trusts and for the purposes of the hereinbefore recited indenture dated 3rd June, 1896" [the trust deed] "and as part of the specifically mortgaged premises, the trusts whereof were thereby declared."

The question in that case was whether the conveyance ought to be registered pursuant to s. 14 of the Companies Act, 1900, as a "mortgage or charge created by the company."

Parker, J., decided that the conveyance was not "a mortgage or charge created by the company." His Lordship said that, in his judgment, the transaction was "simply a sale and re-investment under the powers of the trust deed and not a mortgage or charge," and added that he was confirmed in that view by the fact that the company was not a party to the conveyance.

It seems clear therefore, upon the authority of that case, that, at any rate before 1926, there could have been no question as to the position. The trustees of the debenture trust deed held the property in fee simple upon the trusts declared by that deed. In effect they were the legal owners of the property, but held it upon trust for the company by whom in fact the purchase money had been provided, but subject to a lien or charge in the trustees' favour for the amount owing to them under the trust deed.

It is said, however, that the L.P.A. has altered all that, and that the conveyance to the trustees is ineffectual to pass the fee simple in the property. This contention is based upon s. 85 (2) of that Act, which reads, so far as material, as follows:—

> "Any purported conveyance of an estate in fee simple by way of mortgage made after the commencement of this Act shall (to the extent of the estate of the mortgagor) operate as a demise of the land to the mortgagee for a term of years absolute, without impeachment for waste, but subject to cesser on redemption . . ."

Now, it is true that the effect of the conveyance to the trustees is to vest the property in them "by way of mortgage" in the sense that the trustees hold subject to redemption by the company, and that lends some colour to the contention to which I have referred. If that contention were right the result, of course, would be that the fee simple would remain in the vendors and only a term of years would be vested in the trustees. I suppose that the vendors would hold the fee simple in trust for the company, but that is a point which seems to have escaped attention, although it does not, of course, really affect the issue.

Whilst appreciating the ingenuity which has called attention to this question, I venture to express the view that s. 85 (2) cannot possibly apply to a conveyance such as that to which I have referred.

In the first place, such a conveyance is not a "purported conveyance in fee simple by way of mortgage." The conveyance purports to be an absolute one. Then, I do not see what meaning can be attached to the words "to the extent of the estate of the mortgagor." There is, in fact, no mortgagor who is a party to the conveyance—nor indeed any "mortgagor" at all, since the conveyance does not purport to be, and in fact is not, a mortgage. It seems to me that s. 85 (2) is only intended to apply to a conveyance by a mortgagor to a mortgagee. The mere fact that the grantees hold the property upon trust for others, subject to an equitable lien which they may have upon it, does not render the conveyance to the grantees a mortgage, nor am I able to see how a conveyance can be a "purported conveyance . . . by way of mortgage," unless it is so expressed.

In fact, I do not see why trustees of a debenture trust deed who, in exercise of a power conferred by the deed, invest money in the purchase of land are in any different position from any other trustees having a similar power and who have a lien or charge upon the land so purchased for their costs. No one would think of calling a conveyance to such trustees a "mortgage" or a "purported conveyance by way of mortgage."

I have only to add with regard to the enforcement of the equitable charge of the trustees under a debenture trust deed upon land purchased by them that the charge does not require registration under s. 79 of the Companies Act, 1929, as appears from the decision in *Bristol United Breweries Ltd.* v. *Abbot supra*, and that registration of their charge under the Land Charges Act, 1925, will not be necessary if (as generally will be the case) they hold the title deeds.

Mr. Frederick William Martin, J.P., solicitor, of Gravesend, Kent, left £14,848, with net personalty £11,256.

Landlord and Tenant Notebook.

Assignments and Restraint of Trade.

The question whether an agreement in restraint of trade will be enforced was perhaps more likely to be raised between assignor and assignee when the answer depended upon the sufficiency of the consideration and the fairness of the bargain, factors which do not count nowadays. Nothing was said about public policy, or the adequacy of the protection afforded, in *Mitchel* v. *Reynolds* (1711), 1 P. Wms. 181, in which the assignment included a condition by which the assignor, the defendant, was to forfeit £50 to the assignee, the plaintiff, if he (the assignor) exercised the trade of a baker in the Parish of St. Andrew's, Holborn, during the term. The law applied by the court was that the condition, being in restraint of trade, was presumed to be bad. The defendant further supported his case by a plea that he was a baker by trade, having served his apprenticeship; but the decision was that the sufficiency of the consideration made the contract a proper one which could not be set aside without injury to a fair contractor. We get an early allusion to the time and space factors in an *obiter dictum* to the effect that, if the limitation had extended to the whole kingdom, the condition would have been void; not, however, as being contrary to public policy, but as being oppressive.

But in a somewhat similar action between two London bakers in the middle of the following century (*Rannie* v. *Irvine* (1844), 7 Mac. & G. 969), the "unruly horse" was duly trotted out. This time it was the plaintiff who had purchased the lease and the goodwill, while the defendant covenanted not to set up or carry on, directly or indirectly, during the present or an intended new lease, the business of a baker within one mile of the premises; also, not to solicit any of his old customers. Each undertaking was followed by an agreement to pay £200 per month as liquidated damages in the event of breach. It was argued that the effect of the covenant was that if any old customer happened to move to the same district outside the one mile limit as that which the defendant had selected, and where he might be the only baker in the place, he would be unable to serve him, and the covenants were therefore wider than was necessary for the protection of the plaintiff, and the restraint unreasonable. It was held, however, that as the restrictions were not general they were enforceable, and extravagant contingencies were not to be considered.

The modern rule as to time and space, as laid down in *Nordenfelt* v. *Maxim-Nordenfelt Guns and Ammunition Co.* [1894] A.C. 535, is that restrictions are not to be considered unreasonable if they limit the person obliged completely as to time, or completely as to space, provided they do not limit him more completely than the interests of the business reasonably require. In this connexion the case of *Elves* v. *Croft* (1850), 10 C.B. 241, is of interest, as shewing that a restriction in an assignment may validly last longer than the term. The plaintiff had bought, in 1842, the residue of a lease granted in 1825 for a term of twenty-one years. The premises were a butcher's shop, and the defendant, the assignor, covenanted not at any time after to carry on within five miles of the premises the business of a butcher. He was alleged to have committed a breach of this covenant in 1844, but the action was apparently fought on the footing that the date was June, 1849, and the defendant then sought to rely on the facts that the plaintiff had discontinued business in 1848, and that the lease had expired in 1846. On the strength of these facts it was argued that the protection conferred was unnecessary; but, in the judgment of the court, this was held to amount to a suggestion that a contract could be varied by subsequent occurrences. And though there was no L.T.A., 1927, it was pointed out that the goodwill might survive the term.

An example of a covenant being void because larger than necessary for the protection required is afforded by a case between landlord and tenant, *Hinde* v. *Gray* (1840), 1 Mac. & G. 195, in which the plaintiffs had taken a lease of a Sheffield brewery for ten years, and the defendants, who were brewers, had covenanted not to carry on the business of brewers or to be concerned in the business of a brewery in Sheffield *or elsewhere* during the demise. The plaintiff was also to be instructed in the business, and was to have the right to supply certain public-houses owned and supplied by the defendant; the claim was for breaches of this agreement and for soliciting orders, and as regards the first-mentioned grievances the action failed owing to bad pleading. But as regards the restraint, the view taken by the court was that a restriction which prevented the defendants from doing business anywhere was unnecessarily wide, and therefore void. This is a case which, in the light of *Nordenfelt* v. *Maxim-Nordenfelt Co.*, *supra*, and of modern marketing and transport facilities, would probably be differently decided to-day.

Our County Court Letter.

SOLICITORS' RIGHTS AND LIABILITIES.

(A) Recovery of Wife's Costs from Husband.

In *Stanley Richards & Co.* v. *Remington and wife*, recently heard at Torquay County Court, the claim was for £3 4s. 5d. in respect of professional services. The plaintiffs' case was that (*a*) on the 28th May, 1931, they had been instructed by the wife to have the husband watched, for the purpose of obtaining evidence for a divorce; (*b*) a detective had been employed, with a negative result, and on the 30th May, 1931, the wife had abandoned the proposed action; (*c*) the plaintiffs delivered their bill to the wife on the 2nd June, and to the husband on the 24th September, 1931. The husband denied liability, on the ground that his wife had acted in a frivolous manner, without any genuine case against him, and that she had not been acting as his agent. His Honour Judge The Hon. W. B. Lindley was satisfied that the wife intended to sue for divorce, and the plaintiffs were therefore entitled to act on the wife's instructions, as time had not permitted them to investigate the case further. Judgment was therefore given for the plaintiffs, with costs. The leading case on the above facts is *Michael Abrahams, Sons & Co.* v. *Buckley* [1924] 1 K.B. 903. Solicitors for an adulterous wife, however, cannot recover costs from the husband, as laid down in *Durnford* v. *Baker* [1924] 2 K.B. 587, if she is the petitioner; or if she is the respondent, as laid down in *H. S. Wright and Webb* v. *Annandale* (*No.* 2) [1930] 2 K.B. 8.

(B) Costs of Appeal as Preferential Payment.

In *In re Horne*, recently heard at Liverpool County Court, the trustee applied for a declaration that £160, paid by the bankrupt to his solicitors, was a preferential payment. The applicant's case was that (*a*) judgment had been given at the assizes against the bankrupt for £784 in respect of coal supplied; (*b*) the plaintiffs had obtained a sheriff's warrant, but too late to seize certain proceeds of sale of their coal, which the bankrupt admitted having in his possession; (*c*) on the day of the judgment a witness had taken £250 from the bankrupt's house to his solicitors. The respondent solicitors contended that (1) there were reasonable grounds for an appeal; (2) before it could be heard, however, the receiving order was made; (3) the amount had been properly paid before the adjudication, and was in no way preferential, as the trustee should have proceeded with the appeal. His Honour Judge Dowdall, K.C., held that the bankrupt knew there was something to conceal, and the payment was therefore preferential for the purpose of securing the solicitors' services in the appeal. An order was therefore made for the return of £160, subject to a stay of execution on notice of appeal being given within twenty-one days. For prior references

under the above general title, see the County Court Letter in our issue of the 17th October, 1931 (75 Sol. J. 696).

THE ENFORCEABILITY OF PRINTED CONTRACTS.

In *Symons Bros. and Co.* v. *Saunders*, recently heard at Lewes County Court, the claim was for £47 17s. for goods supplied, viz., three lengths of steel bars at 2s. 9d. per lb. The plaintiffs' traveller (L. D. Napier) had written out the order in triplicate, and one copy had been left with the defendant after signature by him. The defendant's case was that (1) the traveller had presented a card, bearing the name "Gordon," and the order was only given for samples of 10 or 12 inches in length; (2) no invoice was sent, but, when the goods arrived, their length was found to be 10 or 12 feet, not inches; (3) the defendant thereupon looked for the first time at his copy order, and discovered that (besides the error in length) the cost was stated to be 2s. 9d. per lb., although no price had been discussed. Following cross-examination to credit of the traveller, the defendant gave evidence to the effect that he had only ordered samples and that the document was signed under the impression that it was merely to show that the traveller had called. This evidence was accepted by His Honour Judge Austin Jones. Judgment was therefore given for the defendant, with costs.

Reviews.

Legal Duties and Other Essays in Jurisprudence. By Carleton Kemp Allen, M.C., M.A., Barrister-at-Law, Warden of Rhodes House, Oxford. Sometime Professor of Jurisprudence in the University of Oxford. 1931. Medium 8vo. pp. xvi and (with Index) 318. Oxford: Clarendon Press. 15s. net.

Most books dealing with legal topics we read solely for practical instruction; others, a select few, we read for intellectual enjoyment as well as for professional edification. To the latter class belongs Mr. Allen's collection of essays and addresses which by their learning, their acuteness of criticism, their fruitful suggestions, united to their scholarly style, which again is enlivened by an occasional touch of quiet humour, make the volume a valuable addition to the best kind of legal literature. The first paper, entitled "Jurisprudence—What and Why," may not appeal very potently to the average practitioner whose attitude to jurisprudence resembles that towards Sagas of the reader who was heard to say that he hated the very name of a Saga. In the past there was some excuse for hostility on the part of lawyers to jurisprudence, first, because it was never made clear to them what it meant, if, indeed, it had a meaning; and, secondly, assuming it meant anything in particular, they never could discover what use it could be to them. Why then should they trouble about it? Of Austin, who first tried to erect jurisprudence into a distinct science, Mr. Allen declares that "there is perhaps no legal writer more difficult to read without sensations amounting almost to physical anguish, and the mere word 'jurisprudence' by association with the word 'Austin,' produces in many minds an emotion little short of panic." Despite all this, Mr. Allen adduces cogent reasons for the study of jurisprudence, which, he says, is "the scientific synthesis of the essential principles of law." In his view the very luxuriance of judicial jurisprudence creates the necessity for extra judicial jurisprudence, to canalise, as it were, the main streams of principle and direct them into the reservoir of general legal doctrine. The second paper on "Status and Capacity," starts with a pleasing tribute to Mr. Allen's predecessors in the occupancy of the chair of Jurisprudence at Oxford; thereafter we have a learned dissertation on the connotation of the term "status." The two succeeding papers, one on "The Judge as Man of the World," and "The Phlegmatic Englishman in the Common Law," are less abstruse, and on that account may be more acceptable to the average reader; they are attractively written and the latter paper brings before us in striking fashion the attitude of the courts at different periods towards those whose British phlegm had a very distinct admixture of choler. In "Legal Morality and the Jus Abutendi" the law of England is contrasted, not to its advantage, with that of various Continental countries, and in particular with that provision of their Codes which disallows the assertion of rights whose sole object is the injury of one's neighbour. The doctrine of *Bradford Corporation* v. *Pickles* [1895] A.C. 587, that is, the theory of unlimited legal right is regarded with strong disapproval; "the sooner," he says, "we are able to pronounce life extinct, and follow it decently to the grave, the better, I believe for English jurisprudence." Of the remaining papers that on "The Young Bentham" reveals the malign delight which that legal genius took in pin-pricking Blackstone and his complacent view of English law and English institutions. In "The Nature of a Crime" the learned author finds scope for some amusing observations regarding the multiplication of offences by statutes and by-laws; but despite their number, it is consoling to reflect that "it is still possible for a careful man to exist for considerable periods together without paying fines or going to prison!" In the last paper dealing with "The Presumption of Innocence," Mr. Allen maintains that this presumption was not fully developed till the nineteenth century. It is true, as is pointed out, that Selden in his notes to Fortescue gives some triumphant examples of the reversal of convictions, but Mr. Allen dryly adds that for the modern reader the effect is a little marred by the circumstance that most of the reversals seem to have taken place after the innocent accused had been put to death. We have noted one or two slips. Several times Mr. Allen speaks of a judge presiding at a criminal trial as sitting "at *Nisi prius*." This expression was never an apt one in such circumstances. Again, the initials of McLennan are wrongly given in the Index. We have also a query. Did MacNally, who is cited on p. 277, write on Scots law? We were under the impression that he was an Irish writer and dealt with Irish cases. These, however, are very trifling matters, in no way affecting the charm of the book which we can heartily recommend to all interested in the discussion of legal principles or the tracing of their historical evolution.

The Education Act, 1921: A Compendium of Precedents on the Education Acts. Fourth Edition. 1931. By A. E. Ikin, B.Sc., LL.D. (Director of Education, Blackpool) and H. C. Sparke, Barrister-at-Law. Demy 8vo. pp. (with Index) 765. London: School Government Publishing Co., Ltd. 45s. net.

The subject of education is becoming of increasing importance and of interest to a growing circle. The law dealing with the public administration of education has been consolidated in the Education Act, 1921. That Act does not exhaust the subject; the Universities—both old and new—the public schools and endowed schools are dealt with elsewhere. However, the main structure of elementary education and secondary education, in so far as it is provided or assisted by the State, is comprehended in this statute. It is of great assistance to all concerned in the practice of education or the administration of the Act to have a work of this character setting out the text of the Act with a complete set of annotations. The bare text of any Act is never sufficient for its comprehension. Decisions of the courts and administrative practice are essential to its complete understanding. The learned authors in their annotations have amply supplied this need. The annotations are very thorough and very full. In fact, if one may venture on a criticism of such a generous supply of material, it would be that these annotations are too full. The admirable summaries of case law are commendably brief and to the point. Those who are not familiar with the

Law Reports and the sometimes difficult task of extracting the kernel of the decision from the material with which it is surrounded will find in this volume a solution of many of their difficulties.

Criminal Abortion, 1932. By L. A. Parry, M.D., F.R.C.S. Demy 8vo. pp. (with Index) 203. London: John Bale, Sons & Danielsson, Ltd. 10s. 6d. net.

This volume, by a medical authority, deals first very fully with the medical aspects of abortion, and then provides a series of illustrative cases from the Law Reports and other records which are useful for legal reference as and when occasion requires. The author also sets out in two chapters a full account of the law of abortion (*a*) historically, and (*b*) in modern times. The whole subject in its medico-legal aspect is in fact covered in a manner that must be invaluable to coroners and medical men concerned in the preliminary investigation of abortion. It is also a volume that may well find a place in the library of the criminal lawyer.

The Law of Collisions on Land. By the late Judge R. O. Roberts. Third Edition by Andrew Dewar Gibb, LL.B., of Gray's Inn, Barrister-at-Law. 1932. Demy 8vo. pp. xxxviii and (with Index) 407. London: Sweet and Maxwell, Ltd.; Stevens & Sons, Ltd. 17s. 6d. net.

The fact that a new edition of this well-known work has been called for within less than three years since the last edition appeared is doubtless to be accounted for in a large measure by the development of legislation affecting highway traffic and by the greater number of collisions that have occurred as a result of the ever-increasing amount of motor transport using the highways. The volume before us has been largely re-written by Mr. Gibb, who has reviewed and noted a large number of recent decisions of interest and importance. As the learned author points out in his preface, much of the new road legislation is irrelevant in a work on negligence, but the new Highway Code has been embodied in full, together with the material parts of the Road Traffic Act, 1930. The traffic signals and speed table forming two appendices are a very useful addition to a volume of this kind.

As to the work as a whole, it is unnecessary to enter into much detail: but we are struck by the excellence of the chapter on procedure, covering as it does the whole sphere of an action upon a "running-down" case, and although the author modestly refers to this chapter as "no more than a few notes," we are disposed to refer to it as most succinct and helpful. We predict for this third edition a very large demand.

Books Received.

Emergency Finance for Small Business. By K. Adlard Coles, M.A., A.C.A. 1932. Crown 8vo. pp. viii and (with Index) 71. London: Crosby Lockwood & Son. 2s. 6d. net.

International Survey of Legal Decisions on Labour Law, 1930. Sixth year. 1931. Royal 8vo. pp. xlviii and (with Index) 366. Geneva: International Labour Office. Price 8s.; $2.

The Law Relating to Restraint of Trade. By R. Yorke Hedges, LL.M., of Gray's Inn and the Northern Circuit, Barrister-at-Law. 1932. Demy 8vo. pp. xviii and (with Index) 121. London: Sir Isaac Pitman & Sons Limited. 7s. 6d. net.

The Merchant Shipping Acts. Fourth Edition. 1932. By Robert Temperley, M.A., of the Inner Temple, Barrister-at-Law, and William Lennox McNair, LL.M., of Gray's Inn and the Middle Temple, Barrister-at-Law. Royal 8vo. pp. lxxxviii and (with Index) 892. London: Stevens & Sons Limited. 50s. net.

Maclachlan on Merchant Shipping. Seventh Edition. 1932. By G. St. Clair Pilcher, B.A. (Cantab.), and Owen L. Bateson, B.A. (Oxon), both of the Inner Temple, Barristers-at-Law. Royal 8vo. pp. cviii and (with Index) 936. London: Sweet & Maxwell Limited. 63s. net.

Obituary.

Mr. E. M. BELOE.

Mr. Edward Milligen Beloe, F.S.A., solicitor, died on Friday, the 12th February, at King's Lynn, at the age of sixty. Mr. Beloe, who was educated at Rugby, served his articles with his father at King's Lynn, and was admitted a solicitor in 1894. On the death of his father in 1907 he succeeded him in his large practice and in the offices of coroner for the Borough of King's Lynn and Clerk to the King's Lynn Municipal Charity Trustees, and to the Select Trustees of Lynn Harbour. He inherited from his father a keen interest in archæology, and was for some years President of the King's Lynn Society of Arts and Sciences. He held the rank of Captain in the 3rd V.B. The Norfolk Regiment.

Mr. G. L. H. HUGHES.

Mr. George Lewis Hollingsworth Hughes, Chief Inspector in the department of Public Prosecution, Egyptian Court of Appeal, died on Tuesday, the 16th February, at the age of fifty-five. Mr. Hughes, who was educated at Downside, was admitted a solicitor in 1900, and entered the Egyptian Civil Service in the Ministry of Justice six years later. He had been Chief Inspector since 1913. In 1927 he was awarded the C.M.G. in recognition of his services.

Mr. H. ROLFE.

Mr. Herbert Rolfe, barrister-at-law, of Gray's Inn, and the Middle Temple, died on Saturday, the 13th February, at his home at Purley, in his seventieth year. He retired from the Civil Service soon after the end of the war, and was called to the Bar in November, 1916. For the past nine or ten years he had practised in the Probate and Divorce Division, and was especially interested in the Poor Persons' system. Mr. Rolfe was a member of the International Law Association, and attended its post-war conferences.

Mr. R. KNIGHT.

Mr. Richard Knight, retired solicitor, of Morecambe, died in a nursing home on Thursday, the 11th February, at the age of eighty-one. Admitted in 1880 after having served his articles in Bradford, he practised in that city for many years. He went to Morecambe about 1897 and practised there until his retirement a few years ago. Just before the war he wrote a book entitled "Laughter in Court," which recorded the lighter side of his experiences.

Mr. T. H. SMITH.

Mr. Thomas Henry Smith, solicitor, of Audlem, Cheshire, died on Friday, the 29th January, at the age of sixty-seven. He was born at Cannock, Staffordshire, and was educated at Queen Mary's Grammar School, Walsall. Admitted a solicitor in 1888, he was the first Chairman of Audlem Parish Council, and held that office for five years. He was Clerk to the Council up to the time of his death.

Correspondence.

Le Mot Juste.

Sir,—Poor persons' divorce cases have their consolations of unconscious humour. A wife, explaining to her husband her misconduct with another man, wrote: "so we adventurly came together."

London, E.C.4, 12th February. London Solicitor.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

"Promotion of the General Welfare of a Parish"—CHARITABLE TRUST.

Q. 2408. By a conveyance for valuable consideration land was conveyed some years ago to more than four trustees of a club or society in fee simple to be held "upon trust for the members of the 'club or society' according to the rules thereof and to be sold or otherwise dealt with . . . as the committee . . . should from time to time direct." A village hall was erected on the land in question soon after the conveyance, and it appears from the rules of the society that the property was to be used for the "promotion of the general welfare of the parish." The conveyance was not attested by two witnesses or enrolled at the Central Office in accordance with the Mortmain and Charitable Uses Act, 1888. It would appear from *Re Mann, Hardy* v. *A.-G.*, 72 L.J. Ch. 150, that the trusts declared in the conveyance (by reference to the rules of the club) were in fact charitable.

(1) Should the deed have been attested by two witnesses and enrolled? If so, what could be done now to put the trustees' title in order?

(2) Would the trustees acquire a good title under the Real Property Limitation Acts if they remained in undisturbed possession for twelve years from the date of the conveyance?

(3) How would a sale be effected, and who would convey?

(4) How would the property be vested in any new trustees?

A. In this case, in deciding whether the trust is charitable, it is not a question of the exact use made of the land which is in point (which use was apparently charitable), but a question of the terms of the trust upon which it was held. It would appear that "the promotion of the general welfare of the parish" is charitable: *vide* "Tudor's Leading Cases on Real Property, etc.," 4th ed., p. 649, citing *West* v. *Knight* 1 Ch. Cas. 134; *Champion* v. *Smith*, Duke 81; *Att.-Gen.* v. *Hotham*, T. & R. 209; *Att.-Gen.* v. *Webster*, 20 Eq. 483; *Re St. Botolph*, 35 Ch. D. 142; *Re St. Stephen*, 39 Ch. D. 492; *Haigh* v. *West* [1893] 2 Q.B. 19; these cases are cited there in connexion with a general gift to a parish. If it is admitted that the trusts were charitable, then the assurance was void for lack of the proper formalities: Mortmain and Charitable Uses Act, 1888, s. 4.

(1) Yes. An application to the court could be made to validate the assurance under s. 5 of the above Act. It is not, however, suggested that this should be done; see (3) below.

(2) We think so.

(3) If by lapse of time the trustees have acquired a statutory title as suggested above, they would none the less hold on the appropriate trusts and could make sale thereunder. If, however, they have not held the property long enough to have acquired title, there seems no alternative to approaching the original vendor or his representatives and obtaining a deed of confirmation (to be duly enrolled under S.L.A., 1925, s. 29); but see (1) above. All the trustees should convey. There was not, before 1926, and there is not now (T.A., 1925, s. 34), any restriction on the number of trustees for charitable purposes.

(4) On the assumption that the rules contain no provisions as to the appointment of trustees, the statutory power would appear to be applicable, and if a deed is used for the appointment, as is usual, an express or implied vesting declaration can be made use of or an actual assurance of the trust property.

Building Scheme—POWER TO ALTER—RESTRICTIONS.

Q. 2409. A builder has recently purchased a freehold building estate upon which he has erected and sold a number of houses. The plan on the builder's purchase deed shows the property wholly lotted in plots, one plot considerably larger than any other being marked "Reserved for Recreation Ground or Bowling Green." The purchase deed contains the usual covenants attached to a building estate, but the builder is under no obligation to his vendor to make or maintain a recreation ground or bowling green. It may be assumed that all the purchasers of houses already sold have seen, and probably saw prior to contract, an estate plan which was a copy of the plan on the builder's purchase deed. The builder's vendor reserved the fullest power to release or vary the estate restrictions, and the builder, upon applying to his vendor to vary the estate restrictions so as to permit building on the plot marked "Reserved for Recreation Ground or Bowling Green," and the erection of houses at a prime cost less than that provided by the original restrictions, has been granted permission. The whole estate is subject to an interim development order made under the local town planning scheme, but here also the necessary alteration of the order can be obtained. A doubt has arisen whether purchasers who have already taken up conveyances might not have a right to prevent the proposed alteration in the estate restrictions, and, in particular, to the erection of houses on the plot marked "Reserved for Recreation Ground or Bowling Green."

A. Even though there may have been a building scheme entitling purchasers to enforce the restrictions *inter se*, a power reserved to the vendor to alter the lay-out of the estate and the conditions, if contained in the original conditions under which the property was offered to the public, is sufficient to warrant the vendor permitting the plot marked "Recreation Ground or Bowling Green" to be built on, except in the possible event of any plot adjoining the ground in question having been conveyed by plan showing the proposed recreation ground or bowling green marked as such, and the power of alteration not being contained in such conveyance. See *Whitehouse* v. *Hugh* [1906] 1 Ch. 253.

Charity—CONVEYANCE OF BUILDING FOR USE OF INHABITANTS OF B.

Q. 2410. By a conveyance dated in 1926, premises known as "The Town Hall" were for valuable consideration conveyed to the Rector for the time being of the Parish of A and nine other persons called "trustees" and their successors in fee simple "for the use and benefit of the inhabitants of B." The conveyance does not contain any other trust than above. Some of the "trustees" have left the locality and desire to retire. It is desired to appoint new and additional trustees. The present trustees have under consideration the question of making additions to the hall, and for this purpose to raise money by way of mortgage.

(1) Can the trustees retire, and new and additional trustees be appointed, and, if so, by whom?

(2) Have the trustees power to raise money on the security of the property for the purpose of repairs and extension?

(3) Can a new trust deed be drawn defining the trusts, and giving power to appoint a committee to manage the hall?

(4) Have the trustees power to charge for the hire of the hall?

A reference to any precedents applicable will be appreciated.

A. The conveyance was either an assurance for charitable purposes or the trust was void as creating a perpetuity. The opinion is given that it is clearly an assurance for charitable purposes: see *Wrexham Corporation* v. *Tamplin*, 28 L.T. 761, and the cases cited in the recent case of *Re Smith, P. T.*, v. *Smith, S. J.*, 14th November, 1931, p. 780. There appears to be no warrant, however, for assuming that the legal estate would pass from rector to rector of the parish. If the conveyance was not recorded with the Charity Commissioners, the Commissioners should be asked to extend the time for enrolling, the circumstances of the neglect to record being explained: S.L.A., 1925, s. 29 (4). Under that section the trustees have the powers of a tenant for life and trustees of a settlement subject to any necessary consents. Subject to the consent of the Commissioners to extend the time for recording and to the due recording of the instrument as above, it is considered that–

(1) There appears to be no reason why trustees should not retire and new trustees be appointed under the statutory powers.

(2) They can only do so with the consent of the Charity Commissioners under s. 29 of Charitable Trusts Act, 1855.

(3) The proper procedure is to apply to the Commissioners for a "scheme."

(4) It is so uncertain what are the trustees powers that the only proper advice that can be given is to have them set out in a "scheme."

Contract with Advertising Firm to Erect Plates.

Q. 2411. In 1926 an agreement was entered into between this company (A) and an advertising firm (B) whereby on payment by A of a certain sum per annum for each plate, B undertook the erection of 603 advertising plates. The plates were erected all over the country by B, who made the contracts with the owners or lessees of the ground on which the plates were erected. There was no contract between A and such owners or lessees. The contract expires at the end of this year, and the question has arisen as to who is responsible for the removal of the plates. In the agreement between A and B there is nothing regarding any liability on either party to remove the plates, and B takes up the position the onus lies on A. A's view of the contract is that the price arranged in the original contract over a period of years covered the cost of erecting and dismantling. Can any reference be given on a question of this sort, or is there any settled law on it? The plates in the first instance were erected by B and were upkept by B during term of contract.

A. It appears quite probable that the wording of the contract itself may by implication throw some light on the question. If the contract by its wording can be interpreted as a bailment of A's plates to B to do something to and with them for reward, then it is considered that the ordinary implication from a contract of bailment would be inferred, viz., that on the conclusion of the bailment B (the bailee) must re-deliver the articles to the bailor, A. It is quite possible, however, that the wording of the contract may negative this implication. We can only suggest on the particulars given that A should insist that it is a contract of bailment from which the ordinary implication of liability to re-deliver arises.

BINDING OVER AT PETTY SESSIONS.

Charging the Grand Jury at the Shropshire Assizes at Shrewsbury last Tuesday, Mr. Justice Roche referred to the false economy and false sentiment of binding over, time after time, young people at petty sessions, and said it was not in the public interest that that sort of thing, of going in and out at petty sessions, should happen. He also remarked on the satisfactory rate of detected to undetected crime, and the satisfactory proportion of cases brought to justice.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

The year 1779 gives this week two anniversaries. On the 23rd February, the future Lord Denman, C.J., was born in Queen-street, near Piccadilly. In his honour the name was subsequently changed to Denman-street. On the 24th February, the future Lord Gifford, M.R., was born at Exeter. Their careers afford a remarkable contrast. Denman was called to the bar in 1806. Gifford, who had originally been articled to a solicitor but had been disappointed of a partnership, was called two years later. His success was rapid. He became Solicitor-General in 1817, Attorney-General in 1819, Chief Justice of the Common Pleas in January, 1824, and Master of the Rolls in the following April. Then, in 1826, when he was regarded as the prospective successor of Lord Eldon in the Chancellorship, he died unexpectedly, largely from overwork. Denman became Attorney-General only in 1830, but two years later he was appointed Lord Chief Justice of England, retaining that office until 1850. He died in 1854. Several factors contributed to the diametrical opposition of these careers. In the first place, Denman belonged to a party which, when it came into power in 1830, had been out of office for twenty years. Again, his impassioned defence of Queen Caroline before the Lords earned him the undying hatred of George IV. (Gifford, as Attorney-General, led for the other side.) Moreover, Denman married before he was called to the bar, and between his growing family (he had a dozen children) and his love of society, his early years were financially difficult. Gifford more prudently postponed matrimony till he was on the eve of becoming Solicitor-General.

SEA LAWYERS.

Good comes out of evil, and Serjeant Sullivan's unfortunate nautical adventure last August, when his yachting party had to invoke the assistance of the Ballicottin lifeboat, has borne fruit in an action to help to relieve the depression in litigation. Legal yachtsmen are not always fortunate. Bargrave Deane, J., had an unhappy experience which has already been related in this column, and Day, J., a keen amateur navigator, once broke a couple of ribs falling into the forecastle hatchway during a gale off Fort Querqueville. That was not, however, aboard his favourite craft, the "Fairy," a converted revenue cutter of twenty-eight tons, in which he loved to cruise the Channel, visiting the harbours of France, Belgium and Holland. Fishermen who mysteriously found half-crowns in their lobster-pots might or might not guess that Day had sailed that way and appropriated the catch. Mr. Justice Walton also devoted much of his leisure to yachting.

TWO ECHOES.

Two recent eddies on the calm surface of judicial authority suggest historical parallels which readers may apply for themselves. In the Preface to the Reports of Blackstone, J., dated 20th February, 1781 (just 150 years ago), it is noted that "the last augmentation of the judges' salaries calculated to make up the deficiencies occasioned by the heavy taxes they are subject to and thereby render them more independant," was largely due to him. The other echo from the past relates to Wood, V.-C. (later Lord Hatherley, L.C.), "His practice only once departed from was to deliver oral judgments only without delaying to put them into writing . . . On this habit Lord Campbell, when Lord Chancellor, chose to animadvert severely in December, 1860, in his judgment in *Burch* v. *Bright*, on appeal from Wood, but on the 22nd December the other Vice-Chancellors and the Master of the Rolls united in a letter to Lord Campbell protesting against this mode of indirectly lecturing a judge of the Court of Chancery." This incident does not speak for itself and may be applied according to taste to one side or the other of a more recent happening.

Notes of Cases.

High Court—King's Bench Division.

Betts and Others *v.* Leicester Corporation.

MacKinnon, J. 1st February.

LOCAL AUTHORITY—ELECTRICITY IMPROVEMENT SUPPLY SCHEME—DISMISSAL OF WORKMEN—CLAIM TO COMPENSATION—ELECTRICITY (SUPPLY) ACT, 1919 (9 & 10 Geo. 5, c. 100), s. 16.

Special case stated by a referee.

Section 16 of the Electricity (Supply) Act, 1919, as amended, provides that: "If within five years from the date when a scheme for the improvement of the supply of electricity in any district has come into operation any officer or servant who has been regularly employed in or about the undertaking proves . . . that in consequence of this Act he (1) has suffered loss of employment or diminution of salary wages or emoluments otherwise than on grounds of misconduct incapacity or superannuation . . . and the authorised undertakers who are affected by the scheme do not show that . . . equivalent employment was available there shall be paid to him by those undertakers such compensation as the referee or board of referees may award." A number of workmen who were formerly employed in two power stations belonging to the Corporation of Leicester had lost their employment on the closing of those stations and the concentration of supply from a new power station under an electricity scheme. The referee found as a fact that the workmen had lost their employment in consequence of the coming into operation of the scheme, but that as their dismissal took place more than five years after the scheme came into operation they could not recover any compensation under the Act.

MACKINNON, J., giving judgment upholding the award, said that the workmen lost their employment in August and September, 1930, when the two old stations were closed. The scheme under which the closing took place was said by the corporation to be a scheme made under ss. 5 and 7 of the Act and approved by Parliament in June, 1924. That was more than five years before the loss of employment. June, 1924, was the vital date, and the award would be upheld.

COUNSEL: *Sir Stafford Cripps*, K.C., and *Harold Murphy* for the appellant workmen; *Montgomery*, K.C., and *Richard O'Sullivan* for the corporation.

SOLICITORS: *W. H. Thompson; Field, Roscoe & Co.*, for *The Town Clerk*, Leicester.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Jackson *v.* Jackson.

Lord Merrivale, P., and Finlay, J. 13th January.

HUSBAND AND WIFE—HUSBAND'S APPEAL AGAINST MAINTENANCE ORDER—SUMMONS FOR WILFUL NEGLECT TO MAINTAIN—HUSBAND WITH HIS MOTHER KEEPING CONTROL OF HOUSEKEEPING—"UNBEARABLE" CONDITIONS TO WIFE—WITHDRAWAL BY WIFE OF HERSELF AND CHILD UNTIL HUSBAND SHOULD OFFER INDEPENDENT HOME—*Held* WIFE HAD NO SUFFICIENT CAUSE OF COMPLAINT—*Millichamp* v. *Millichamp* (1931), 75 SOL. J. 814, *distinguished*.

This was the husband's appeal from an order made on 14th December, 1931, by the Bolton justices, directing him to pay the sum of 30s. per week maintenance to the wife on the ground that he had wilfully neglected to provide her with reasonable maintenance.

The parties were married in April, 1931, and for some months lived at the house of the wife's mother. This mode of life displeased the husband and without consulting his wife he took and furnished a house next door to his mother's house. At first the wife declined to join him. Later she did so, but became dissatisfied because the husband kept control of the purse and the housekeeping and he and his mother procured the food for the meals. In the result the wife left and took out a summons. She told the justices that she was willing to live anywhere with her husband if she could have an independent home away from his mother. The justices held that the conditions were unbearable and applying the principle in *Millichamp* v. *Millichamp* (1931), 75 SOL. J. 814, made the order for maintenance, giving the wife the custody of the child.

Lord MERRIVALE, P., in giving judgment, said that the wife had not made out her complaint. *Millichamp* v. *Millichamp* (*supra*) was distinguishable from the present case which, however, was conspicuously difficult. The appellant took and furnished the house without husbandly consultation with his wife. She was deeply aggrieved because his mother lived next door, and he desired to control his own housekeeping. The justices found against an allegation of desertion, but made a maintenance order on the ground of wilful neglect. They might have thought he had gone to the extreme limit of foolishness. The crucial question was whether the conditions were such that a reasonable wife, being so treated by an unreasonable husband, could not be expected to proceed with the conjugal life. In his (his lordship's) view the wife had not made out her complaint and the appeal must be allowed.

FINLAY, J., agreed.

COUNSEL: *Noel Middleton*, for the appellant; *Bush James*, for the respondent.

SOLICITORS: *Sharpe, Pritchard and Co.*, for *Pickstone and King*, Radcliffe; *Gregory, Rowcliffe and Co.*, for *Adam F. Greenhalgh*, Bolton.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

TABLE OF CASES previously reported in current volume.

	PAGE
Assicurazioni Generali *v.* Cotran	50
Attorney-General *v.* Adamson	95
Attorney-General *v.* Smethwick Corporation	29
Attorney-General for Quebec *v.* Attorney-General for Canada	10
Bell *v.* Lever Brothers, Ltd.	50
City of London Insurance Co. Ltd., *In re*	29
Clayton *v.* Clayton and Sharman	96
Dampskibsselskabet Botnia A/S *v.* C. P. Bell & Co.	10
Dunstable Portland Cement Co., Ltd., *In re*	95
Fardon *v.* Harcourt-Rivington	81
Greening *v.* Queen Anne's Bounty	10
Hall D'Ath *v.* British Provident Association for Hospital and Additional Services	111
Knight *v.* Gordon and Wife	68
James Cranstoun, deceased, *In re*: National Provincial Bank *v.* Royal Society for Encouragement of Arts, Manufactures and Commerce	111
Jones, *In re*: National Provincial Bank *v.* Official Receiver	111
National Bank *v.* Baker	67
National Steamship Co., Ltd. *v.* Sociedad Anonima Comercial de Exportacion and Importacion (Louis Dreyfus and Cia), Ltd.	95
Phillips, *In re*: Public Trustee *v.* Mayer	10
Rex *v.* Cravitz	50
Rex *v.* Van Dyn	112
Rex *v.* Whytt and Others: *Ex parte* Ministry of Pensions	68
Russian and English Bank *v.* Baring Bros. & Co., Ltd.	68
Stewart *v.* Stewart	96
Westminster Bank *v.* Osler	67
Wirral Estates, Ltd. *v.* Shaw	82

Societies.

London School of Economics.

THE STATUTE OF WESTMINSTER.

Professor J. Coatman took the chair at the School of Economics on 9th February, and Professor Edward Jenks delivered a lecture on this Statute.

Professor JENKS stated that the Conference of 1926 had felt that the Balfour Declaration was essentially correct, but that there remained certain anomalies of practice and of law which caused conflict and uncertainty. Some of the practical anomalies, such as the means of diplomatic communication between the Dominions and foreign powers, the Conference had dealt with directly; to solve the legal anomalies it had set up the committee of experts, and had referred to it four problems: (1) The statutory rules regarding the Royal

Prerogative; (2) The extra-territorial policy of Dominion Parliaments; (3) The Colonial Laws Validity Act, 1865; (4) The laws affecting merchant shipping. The report of the committee had been substantially embodied in the Statute.

The lecturer then dealt separately with the Committee's work on each of these four topics. In theory, he said, an Act of the Parliament at Westminster was the work of the Crown, and it was one of the marks of fully-fledged self-government that a Dominion Parliament should be able to legislate in the name of the Crown instead of in the name of its Governor in Council. The assent of the Crown must therefore be given as a hallmark of legality to all Bills emanating from that Parliament. In the Colonial days this assent had by no means been a matter of course and, although the statutory provisions for it had fallen into disuse, it would not have been surprising if the Committee had suggested their total repeal. To do so might, however, have aroused suspicion in certain communities, not Dominions, which cherished an independence all their own, such as the Provinces of Canada and the States of the Australian Commonwealth. The Committee had therefore suggested that those Dominions which had power to change their own Constitution should do so if they thought fit, and that those which had not that power should request the Parliament of Westminster to enact the necessary legislation.

EXTRA-TERRITORIAL LEGISLATION.

The lecturer explained that the power of Dominions to pass legislation which had extra-territorial effects had an international as well as a constitutional aspect. Under a system of international law based on antiquated principles of national sovereignty, no State could be allowed to set up any kind of compulsory jurisdiction in the territory of another, though a State might punish a breach of its own laws committed on foreign territory. From the constitutional aspect, the legislative powers of Dominions had been nearly always confined to matters concerning their order and good government, a vague restriction which had caused much controversy. The Committee had therefore recommended that a Dominion should have full power to make laws having extra-territorial operation, and s. 3 of the Statute had conferred this power.

The Colonial Laws Validity Act had been passed chiefly to repudiate the decisions of a certain South-Australian judge who had insisted upon the principle that a Colonial legislature could only enact departures from the law of England by the express authority of the Parliament of Westminster. It provided that an Act of the Parliament at Westminster which extended to a Colony was to override all legislation of that Colony on the subject dealt with, but that the common law should not stand in the way of legislative changes. It had become largely inoperative, but its terms left room for doubt on which Acts were by implication applicable to a Dominion. Its repeal was technically difficult, because this would have abolished its liberal as well as its restrictive effects. The Statute therefore repealed it as regards future enactments, and re-enacted its liberalising provisions in s. 2 (2).

The Committee had felt that, although the statutory restrictions on Dominion legislation dealing with merchant shipping were few, they were now obstructive, and that while it was desirable to preserve some uniformity of shipping laws throughout the Empire that uniformity would be better reached by voluntary co-operation. The Statute of Westminster therefore exempted Dominions from the material sections of the Merchant Shipping Act, 1894, and the Colonial Courts of Admiralty Act, 1890.

The growth of the conviction that the unity of the Empire lay in the Crown had been of supreme value in holding the Empire together and had been the unique contribution of the last three British monarchs to its construction. It was significant that both the Committee and the Conference, composed of persons with widely differing views, should have accepted the preamble to the effect that any alteration in the law of succession to the throne or the royal style and titles should require the assent of all the Dominion Parliaments as well as of the Parliament of Westminster.

The lecturer explained the position of the Provinces of Canada and South Africa, and of the States of Australia and of New Zealand in constitutional law, and pointed out the effect of ss. 7, 8 and 9, which safeguarded the constitutions of Canada, Australia and New Zealand, guaranteed the continuance of the independent rights of the Provinces of Canada and the States of Australia, and extended the powers conferred on the Dominion legislatures by the repeal of the Colonial Laws Validity Act to the Provinces of Canada (though not, curiously enough, to the States of Australia).

The Committee had recognised considerable differences of opinion with regard to an Imperial Court of Appeal. While some Dominions, especially Canada, resorted freely to the judicial committee of the Privy Council, others regarded it as a United Kingdom tribunal. Nevertheless, it was convinced that an adequate tribunal was more than ever required to settle justiciable questions arising among the autonomous governments of the Empire. It had therefore suggested that such questions should be referred to an *ad hoc* tribunal selected from standing panels nominated by the various Dominion Parliaments. The suggestion had met with a friendly response; the projected tribunal would not, of course, entirely replace the Judicial Committee, which would still be open to individual litigants.

General Council of the Bar.

ELECTION RESULT.

The following candidates have been elected to fill the twenty-four vacancies upon the Council:—

King's Counsel: Mr. J. M. Gover, Mr. J. F. W. Galbraith, M.P., Sir Walter Greaves-Lord, M.P., Mr. F. K. Archer, Mr. W. P. Spens, Mr. Noel B. Goldie, M.P., Mr. J. F. Eales, M.P.

Outer Bar: Mr. Wilfrid M. Hunt, Sir Percival Clarke, Mr. C. N. Tindale Davis, Mr. Frederick Hinde, Mr. C. Stafford Crossman, Mr. J. H. Stamp, Mr. W. D. Mathias, Mr. C. Paley Scott, Mr. R. E. Gething, Mr. George F. Kingham, Mr. Albert Crew, Mr. A. W. Cockburn, Mr. F. J. Tucker, Mr. H. H. Maddocks.

Under Ten Years: Mr. F. R. Evershed, Mr. J. Reginald Jones, Mr. Eric Cuddon.

The Solicitors' Managing Clerks' Association.

ANTICIPATION AND SUBJECT-MATTER IN PATENT LAW.

Lord Justice Greer presided at a meeting of the Solicitors' Managing Clerks' Association held in Gray's Inn Hall on 12th February, and Mr. Trevor Watson, K.C., delivered a lecture with this title.

Mr. Trevor Watson explained that a patent was an exception to the statute against monopolies (21 James I, cap. 3, 1623, s. 6), and that, therefore, any grant made for something which did not come within the proviso was void. It was essential that the invention be a manner of manufacture and new, and not used by others, and the claimant must be the true and first inventor. Patents must be restricted to something which was novel and useful and which involved the indefinable quality called invention. No patent was valid for a device previously published in this country, either by a public document or as an actual article.

An invention was defined and ascertained by the complete specification which the patentee had to deposit. The claims with which the specification ended had first to be construed, and then it remained to consider whether any prior device constituted a complete anticipation. This was not as simple a matter as it might appear, for prior documents frequently adumbrated more than they actually described. A specification, besides describing how to carry out an invention, claimed a monopoly which was generally stated in much wider terms than the description. Anticipation usually arose through general indications of possible variants of the prior invention. Decision was reached by gauging what these indications would mean to a person skilled in the art at the relevant date—in the opinion of the lecturer, the date of application of the plaintiff's patent. Courts would be slow to give a wide anticipating effect to a document describing a proposal which had never been put into practice; nevertheless, a paper anticipation would invalidate a patent if it really described something which came within the claims. Documents, especially old documents, were often dismissed airily when in fact they constituted effective anticipation. There was also a tendency to read a prior document in the light of the plaintiff's specification and make it mean more than it said. Here the question of whether the prior document had ever been put into practice might be important. Such documents should be read on the principle stated in *Otto* v. *Linford*, 46 L.T. (N.S.) 39. A patent was not anticipated merely because the specific construction came within general and non-specific language in a prior document.

For the general canons of construction, the lecturer cited Lord Dunedin in *British Thomson-Houston Company* v. *Metropolitan-Vickers*, 45 R.P.C. 1.

TESTS FOR SUBJECT-MATTER.

When anticipation was not complete, the court had to decide the difficult question of whether sufficient subject-matter was left to deserve a patent. The answer must be a matter of inference from all the surrounding facts. General rules were: there could be no invention in applying an old

device to an analogous purpose unless ingenuity was involved, and there was generally no subject-matter in substituting in a known contrivance a part which was a mechanical equivalent of an existing part, nor in a mere collocation of two known machines so that each performed its function separately, nor in the mere selection from a number of alternatives previously described in general terms unless the selected process possessed specific advantages which were pointed out in the specification: *Clyde Nail* v. *Russell*, 33 R.P.C., at 306. There were no positive tests for subject-matter. Practical success was a good test of ingenuity, however simple a device might be. Something must have been wanted for a long time; the invention must have supplied the solution; and the solution must have required some ingenuity: *Bonnard* v. *London General Omnibus Co.*, 38 R.P.C. 1.

Mr. Trevor Watson advised the solicitor for a plaintiff to remember that he might take greater risks to protect a patent for which there was wide scope than would be justifiable in almost any other kind of action. On the other hand, a solicitor defending a patent should take great pains to present the maximum amount of information with the maximum of clarity and the minimum of expense. He would certainly require experts, but he must run the case himself. He should pay especial attention to the action of foreign patent offices. Finally, a solicitor on either side should do his best to get into his mind and his brief a conception of the relationship of the invention to the development of the industry with which it was concerned.

The Chairman pointed out that it was becoming more and more the duty of an advocate to interpret between the men of science, with their technical outlook, and the tribunal, which generally came fresh to the subject. The best advocate was one who could make a complicated matter seem simple.

The Birmingham Law Society.

The Annual General Meeting of the Society will be held at the Library on Wednesday, the 24th February, at 3 o'clock in the afternoon, to receive the report of the Committee for 1931, and the Treasurer's accounts for the same period; to elect Auditors for 1932; to fill vacancies on the Committee; and for the transaction of other business.

The retiring members of the Committee are Messrs. S. James, H. W. Lyde, F. H. Pepper, R. A. Pinsent, S. Vernon, E. H. Clutterbuck, P. J. Slater and G. Tyndall, of whom the three last named are, under the articles of association of the Society, ineligible for re-election for the ensuing twelve months.

United Law Society.

A meeting of the above Society was held last Monday evening, 15th February, in the Middle Temple Common Room. Mr. George Bull was in the chair. Mr. G. E. Habershon moved: "That the Irish Free State should have been excepted from the operation of the Statute of Westminster II." Mr. R. W. Bell opposed, and there also spoke Messrs. G. B. Burke, J. F. Marnan and H. Hale. The opener having replied, the motion was put to the House and was lost by four votes.

The City of London Solicitors' Company.

The annual dinner of the City of London Solicitors' Company will be held at the Mansion House on Thursday next, the 25th February, at 7 for 7-30 p.m. The guests will include The Right Hon. The Lord Mayor, The Master of the Rolls and the President of The Law Society.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, 16th February (chairman, Mr. A. L. Ungoed-Thomas), the subject for debate was "That this House is dissatisfied with the B.B.C." Mr. T. M. Jessup opened in the affirmative. Mr. P. H. North-Lewis opened in the negative. The following members also spoke: Messrs. C. Weinberg, E. M. Woolf, M. Barry O'Brien, N. S. Afoumado, W. M. Pleadwell, J. C. Christian-Edwards, H. I. Willis, and C. F. S. Spurrell. The opener having replied, the motion was lost by two votes. There were fifteen members and three visitors present.

A UNIVERSAL APPEAL.

To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W.9.

Parliamentary News.

Progress of Bills.

House of Lords.

Blackpool Improvement Bill.
Read Second Time. [16th February.
Bridgwater Corporation Bill.
Read Second Time. [16th February.
Chancels Repairs Bill.
Read First Time. [11th February.
Dagenham Trading Estate Bill.
Read Second Time. [17th February.
Dangerous Drugs Bill.
Read Second Time. [17th February.
Destructive Imported Animals.
Read First Time. [16th February.
Gas Light and Coke Company Bill.
Read Second Time. [17th February.
Grey Seals Bill.
Read First Time. [11th February.
Metropolitan Water Board Bill.
Read Second Time. [16th February.
North Metropolitan Electric Power Supply Bill.
Read Second Time. [17th February.
Northern Ireland (Miscellaneous Provisions) Bill.
Read Second Time. [16th February.
Port of London (Various Powers Bill).
Read Second Time. [16th February.
Rhyl Urban District Council Bill.
Read Second Time. [16th February.
Royal Society for Prevention of Cruelty to Animals Bill.
Read First Time. [16th February.
Thames Conservancy Bill.
Read Second Time. [16th February.
Walthamstow Corporation Bill.
Read Second Time. [16th February.
Worksop Corporation Bill.
Read Second Time. [16th February.

House of Commons.

Bury Corporation Bill.
Read Second Time. [12th February.
Children and Young Persons Bill.
Read Second Time. [12th February.
Import Duties Bill.
Read Second Time. [16th February.
Kendal Corn Rent Bill.
Read Second Time. [11th February.
Marriages Provisional Orders Bill.
Read Second Time. [17th February.
Mid-Southern Utility Bill.
Read Second Time. [11th February.

Questions to Ministers.

COMPANIES ACT.

Mr. Rhys Davies asked the President of the Board of Trade whether he has under consideration proposals to safeguard the investor and to restrict appeals for capital to *bona fide* ventures.

Mr. Runciman: A number of suggestions have been made for amending the Companies Act with a view to giving further protection to the public and preventing abuses. These have been noted, and will be investigated when the question of amending the Act is under consideration. [11th February.

LOCAL GOVERNMENT.

Sir W. Sugden asked the Minister of Health what steps he is taking to consolidate the Local Government Acts of England and Wales in order to cheapen administration and assist the public to understand them; and what further steps he is taking to eliminate the overlapping and contradiction of certain Acts dealing with local government, particularly on the meaning of ownership, frontage responsibilities, and certain municipal services?

Mr. E. Brown: A Departmental Committee under the chairmanship of Lord Chelmsford was appointed in December, 1930, to review the whole of the Acts relating to local government and public health in England and Wales and to make recommendations for simplifying and clarifying the law with a view to its consolidation. My hon. Friend will appreciate that the committee's task is a formidable one, but my right hon. Friend understands that substantial progress has been made. [15th February.

Legal Notes and News.

Honours and Appointments.

Mr. JOHN R. DAWBARN, solicitor, of Wisbech, has been appointed Clerk to the Justices for the Isle of Ely (Wisbech Division) and also as Coroner for the Isle of Ely (Northern Division) in the place of his father, the late Mr. Thos. R. Dawbarn.

Mr. WALTER S. DES FORGES, solicitor, of Norwich, has been appointed Deputy Town Clerk of Wakefield.

Mr. CECIL HAMILTON TUCKER has been appointed a member of the Bermudas Legislative Council.

Wills and Bequests.

Mr. Francis Jerome Healy, barrister-at-law, of Cobh, Co. Cork, left personal estate in England and the I.F.S. valued at £11,143.

Mr. Cecil John Rawlinson, solicitor, of Enfield, N., and of Broad-street-place, E.C.2, left £13,093, with net personalty £10,126.

Sir George Watson Shaw, C.S.I., of Fulham, S.W., for some years Judicial Commissioner for Upper Burma, who died on 27th November, aged seventy-three, left unsettled property of the gross value of £610, with net personalty £332.

THE STOCK EXCHANGE OFFICIAL INTELLIGENCE.

The 1932 edition of *The Stock Exchange Official Intelligence*, the official publication of The Stock Exchange, will be published by 25th March.

RETIREMENT OF MR. B. DUBÉ, K.C.

Mr. Bhugwandin Dubé, K.C., the first Indian practising barrister to become a King's Counsel, is reported to be retiring from practice. Mr. Dubé was educated at Meerut College and Allahabad University, and began his legal career as a pleader in Allahabad in 1898. He came to England in 1906, was called to the Bar by the Middle Temple in 1908, and took "silk" in 1931.

SUITORS' FUNDS.

We are informed that an account of money and securities vested in, and dealt with by, the Accountant-General of the Supreme Court is contained in White Paper No. 15 (Stationery Office, price 2d.). It shows that on 28th February, 1931, the liability of the Consolidated Fund for suitors' cash remained at £1,632,134, although this liability is reduced to an apparent figure of £993,803 by a surplus arising from the accumulation of money placed with the National Debt Commissioners for investment. The nominal value of the Government and other sterling securities standing to the credit of the accounts of suitors amounted to £53,129,481. There were 21,394 suitors' accounts open in the books of the Accountant-General on 28th February, 1931.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE.	MR. JUSTICE MAUGHAM.
			Non-Witness.	Witness. Part II.
M'nd'y Feb. 22	Mr. Ritchie	Mr. Hicks Beach	Mr. More	Mr.*Andrews
Tuesday....23	Blaker	Andrews	Ritchie	*More
Wednesday 24	More	Jones	Andrews	*Ritchie
Thursday ..25	Hicks Beach	Ritchie	More	Andrews
Friday 26	Andrews	Blaker	Ritchie	More
Saturday ...27	Jones	More	Andrews	Ritchie
	GROUP I. MR. JUSTICE BENNETT. Witness. Part I.	MR. JUSTICE CLAUSON. Witness. Part II.	GROUP II. MR. JUSTICE LUXMOORE. Witness. Part I.	MR. JUSTICE FARWELL. Non-Witness.
M'nd'y Feb. 22	Mr.*Ritchie	Mr.*Blaker	Mr. Hicks Beach	Mr. Jones
Tuesday....23	Andrews	*Jones	*Blaker	Hicks Beach
Wednesday 24	*More	*Hicks Beach	Jones	Blaker
Thursday ..25	Ritchie	Blaker	*Hicks Beach	Jones
Friday 26	*Andrews	*Jones	Blaker	Hicks Beach
Saturday ...27	More	Hicks Beach	Jones	Blaker

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE. It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is frequently very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac, a speciality. 'Phone: Temple Bar 1181-2

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (18th February, 1932) 5%. Next London Stock Exchange Settlement Thursday, 3rd March, 1932.

	Middle Price 17 Feb. 1932.	Flat Interest Yield.			Approximate Yield with redemption		
		£	s.	d.	£	s.	d.
English Government Securities.							
Consols 4% 1957 or after	85	4	14	2	—		
Consols 2½%	55½	4	10	6	—		
War Loan 5% 1929-47	99	5	1	0	—		
War Loan 4½% 1925-45	96	4	13	9	4	18	1
Funding 4% Loan 1960-90	87¼	4	11	9	4	12	8
Victory 4% Loan (Available for Estate Duty at par) Average life 35 years	94	4	5	1	4	7	2
Conversion 5% Loan 1944-64	102	4	18	0	4	17	7
Conversion 4½% Loan 1940-44	96¼	4	13	6	4	18	3
Conversion 3½% Loan 1961	76	4	12	2	—		
Local Loans 3% Stock 1912 or after	63	4	15	3	—		
Bank Stock	250	4	16	0	—		
India 4½% 1950-55	81	5	11	1	—		
India 3½%	58	6	0	8	—		
India 3%	50	6	0	0	—		
Sudan 4½% 1939-73	91½	4	18	4	5	0	3
Sudan 4% 1974	83½	4	15	10	4	19	2
Transvaal Government 3% 1923-53 (Guaranteed by British Government.)	83	3	12	4	4	4	5
Colonial Securities.							
Canada 3% 1938	88	3	8	2	5	5	0
Cape of Good Hope 4% 1916-36	94	4	5	1	5	8	0
Cape of Good Hope 3½% 1929-49	78½	4	9	3	5	8	2
Ceylon 5% 1960-70	96½	5	3	8	5	4	2
Commonwealth of Australia 5% 1945-75	80½	6	4	3	6	6	6
Gold Coast 4½% 1956	91½	4	18	4	5	2	6
Jamaica 4½% 1941-71	89½	5	0	7	5	2	6
Natal 4% 1937	93	4	6	0	5	12	11
New South Wales 4½% 1935-45	67½	6	13	3	8	11	7
New South Wales 5% 1945-65	71½	6	19	10	7	6	0
New Zealand 4½% 1945	80½	5	11	9	6	16	5
New Zealand 5% 1946	92½	5	8	1	5	16	0
Nigeria 5% 1950-60	96½	5	3	7	5	4	9
Queensland 5% 1940-60	75½	6	12	6	7	0	5
South Africa 5% 1945-75	94	5	6	5	5	7	1
South Australia 5% 1945-75	77½	6	9	1	6	11	6
Tasmania 5% 1945-75	77½	6	9	1	6	11	6
Victoria 5% 1945-75	77½	6	9	1	6	11	6
West Australia 5% 1945-75	78½	6	7	5	6	9	9
The prices of Stocks are in many cases nominal and dealings often a matter of negotiation.							
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	62	4	16	9	—		
Birmingham 5% 1946-56	101	4	19	0	4	18	6
Cardiff 5% 1945-65	97½xd	5	2	7	5	3	2
Croydon 3% 1940-60	68½	4	7	7	5	3	8
Hastings 5% 1947-67	100	5	0	0	5	0	0
Hull 3½% 1925-55	75	4	13	4	5	7	10
Liverpool 3½% Redeemable by agreement with holders or by purchase	72	4	17	3	—		
London City 2½% Consolidated Stock after 1920 at option of Corporation	52½	4	15	2	—		
London City 3% Consolidated Stock after 1920 at option of Corporation	62	4	16	9	—		
Metropolitan Water Board 3% "A" 1963-2003	63½	4	14	6	—		
Do. do. 3% "B" 1934-2003	63½	4	14	6	—		
Middlesex C.C. 3½% 1927-47	84	4	3	4	4	19	9
Newcastle 3½% Irredeemable	72	4	17	2	—		
Nottingham 3% Irredeemable	63	4	15	3	—		
Stockton 5% 1946-66	98½	5	1	6	5	1	10
Wolverhampton 5% 1946-56	100	5	0	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	74½	5	7	5	—		
Gt. Western Railway 5% Rent Charge	89	5	12	4	—		
Gt. Western Rly. 5% Preference	71½	6	19	10	—		
L. & N.E. Rly. 4% Debenture	66½	6	0	3	—		
L. & N.E. Rly. 4% 1st Guaranteed	56½	7	1	7	—		
L. & N.E. Rly. 4% 1st Preference	42½	9	8	3	—		
L. Mid. & Scot. Rly. 4% Debenture	69½	5	15	1	—		
L. Mid. & Scot. Rly. 4% Guaranteed	61½	6	10	1	—		
L. Mid. & Scot. Rly. 4% Preference	44½	8	19	9	—		
Southern Railway 4% Debenture	69½	5	15	1	—		
Southern Railway 5% Guaranteed	85	5	17	8	—		
Southern Railway 5% Preference	63	7	18	9	—		

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Printed by THE SOLICITORS' LAW STATIONERY SOCIETY, LTD., at "Oyez" House, Fetter Lane, London, E.C.4, and Published at 29, Breams Buildings, E.C.4 ('Phone: Holborn 1853)
Agents—The United States and Canada: The Carswell Co., Ltd., 145-149, Adelaide Street West, Toronto 2, Canada; India: Higginbothams, Publishers, Mount Road, Madras; Australia and New Zealand: "The Times," 255a, George Street, Sydney, N.S.W.
Saturday, 20th February, 1932.